



Government of Nepal
Ministry of Health & Population
Department of Health Services
Management Division (MD)
Teku, Kathmandu, Nepal

BIDDING DOCUMENT

For

**Procurement of Essential Logistics
For COVID-19 Response**

Issued on:

Bid Document issued to:

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नेपाल सरकार
स्वास्थ्य तथा जनसंख्या मन्त्रालय
स्वास्थ्य सेवा विभाग
व्यवस्थापन महाशाखा
टेकु, काठमाण्डौ

COVID-19 व्यवस्थापन सामग्री खरिद गर्न प्रस्ताव आह्वानको सूचना
सूचना प्रकाशित मिति : २०७६/१२/०२

स्वास्थ्य सेवा विभागको निर्णयानुसार **COVID-19** व्यवस्थापनको लागि अति आवश्यक विभिन्न स्वास्थ्य सामग्रीहरू विशेष परिस्थितिमा आकस्मिक रूपमा तुरुन्त खरिद गर्न प्रस्ताव आह्वान गरिएको छ। खरिद गरिने सामग्रीको विवरण, गुणस्तर तथा स्पेसिफिकेसन, पालना गर्नुपर्ने सर्तहरू उल्लेख भएको बोलपत्र कागजात www.dohslmd.gov.np वेबसाईटबाट डाउनलोड गर्न वा यस महाशाखाबाट निशुल्क प्राप्त गर्न सकिने छ। इच्छुक फर्म, कम्पनी, आपूर्तिकर्ताहरूले यस महाशाखाबाट जारी भएको बोलपत्र कागजातमा उल्लेख भए बमोजिमको विवरण भरि आधिकारिक सहि, छाप सहित मिति २०७६/१२/०७ दिनको १२:०० बजे भित्र स्वास्थ्य सेवा विभाग, व्यवस्थापन महाशाखामा सिलबन्दी रूपमा दाखिला गर्नहुन अनुरोध छ। दर्ता हुन आएका सिलबन्दी प्रस्तावहरू मिति २०७६/१२/०७ दिनको १:०० बजे स्वास्थ्य सेवा विभाग व्यवस्थापन महाशाखामा खोलिएछ। यस सम्बन्धि थप जानकारीको लागि यस महाशाखामा सम्पर्क गर्न हुन यो सूचना प्रकाशन गरिएको छ।

निर्देशक

व्यवस्थापन महाशाखा,
स्वास्थ्य सेवा विभाग, टेकु

Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder :

Address of the Supplier:

1. Department of Health Services, Management Division invites Priced Quotations for the supply and delivery of *essential logistics for COVID-19 Management* as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
 - a. Quotation and Price Schedules
 - b. Schedule of Requirements
 - c. Technical Specifications
3. Priced Quotations must be submitted to the office of *Department of Health Services, Management Division* on or before 12: 00 Hour **07-Chaitra-2076**.
4. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
5. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
6. Submitted Priced Quotations must remain valid for a period of **30 days** after the deadline for submission date.
7. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
 - a) Up to date Firm/Company Registration Certificate
 - b) VAT/PAN Registration Certificates
 - c) Tax Clearance Certificate of FY 2075-76
 - d) Power of Attorney
 - e) Product Catalogue/supporting document
8. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
9. If the last date of submission and opening falls on a government holiday then the next working day shall be considered the last day. The price quotation will be opened on **07-Chaitra-2076, 13:00 Hour** at **Management Division, Department of Health Services**.
10. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Director
Management Division
Department of Health Services, Teku, Pachali, Kathmandu.
Telephone: +977 1 4261136, 4261768, Telefax: +977 1 4261413

Section II. Conditions of Contract

- | | |
|-----------------------------------|--|
| 1. Definitions | <p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.e. "The Purchaser" means the procuring entity purchasing the goods;f. "The Supplier" means the organization supplying the goods and services under this contract. |
| 2. Technical Specification | <p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p> |
| 3. Patent Right | <p>3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.</p> |
| 4. Inspection and Tests | <p>4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.</p> |
| 5. Packing | <p>5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p> |
| 6. Delivery of Goods | <p>6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p> |
| 7. Warranty | <p>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> |

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- 7.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
- 7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
- 8. Payment**
- 8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 8.2 Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser. .
- 9. Prices**
- 9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its price quotation.
- 10. Insurance**
- The Purchaser will be responsible for taking out any appropriate insurance coverage.
- 11. Governing Language**
- 11.1 The Governing Language shall be: Nepali or English
- 12. Applicable Law**
- 12.1 The applicable law shall be Laws of Nepal.
- 13. Notices**
- 13.1 Purchaser's address for notice purposes: **Management Division
Department of Health Services, Teku, Pachali, Kathmandu.
Telephone: +977 1 4261136, 4261768,
Telefax: +977 1 4261413**
- 13.2 Supplier's address for notice purposes:
- 14. Taxes and Duties**
- 14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.
- 15. Operation, Maintenance and Spare-parts Manuals**
- 15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
- 16. Conduct of Suppliers**
- 16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 16.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

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- a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
 - g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17.Blacklisting Supplier

- 17.1 The GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:
- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
 - b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
 - c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 17.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

18. Dispute Resolution

- 18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

Section III. Schedule of Requirements

1	2	3	4	5	6	7
Item No.	Description	Unit	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.1	GOGGLES PROTECTIVE, wraparound, soft frame, indirect vent.	Pcs	2,000	Central Store , Teku	Within 15 days from the date of Contract Sign	
1.2	GOOGLES PROTECTIVE, polycarbonate (re-usable), 3M 1621 or equivalent standard	Pcs	20,000	”	”	
2	ALCOHOL-BASED HAND RUB, gel, 100mL, bottle	Bottle	75,000	”	”	
3	BAG BIOHAZARD, REFUSE, AUTOCLAVABLE, 30x50cm, yellow	Pcs	20,000	”	”	
4	CHLORINE NaDCC, 45-55%, gran., 1kg, pot	Bottle	1,500	”	”	
5.1	GOWN, AAMI level 3, non sterile, disp., size M	Pcs	14,000	”	”	
5.2	GOWN, AAMI level 3, non sterile, disp., size L	Pcs	12,000	”	”	
5.3	GOWN, AAMI level 3, non sterile, disp., size XL	Pcs	5,000	”	”	
5.4	GOWN, AAMI level 3, non sterile, disp., size XXL	Pcs	2,500	”	”	
6.1	GLOVE EXAMINATION, nitrile, pf, size S	Pair	1,000,000	”	”	
6.2	GLOVE EXAMINATION, nitrile, pf, size M	Pair	1,500,000	”	”	
6.3	GLOVE EXAMINATION, nitrile, pf, size L	Pair	300,000	”	”	
6.4	GLOVE EXAMINATION, nitrile, pf, size XL	Pair	150,000	”	”	
7.1	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size S	Pcs	1,000,000	”	”	
7.2	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size M	Pcs	1,500,000	”	”	
7.3	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size L	Pcs	150,000	”	”	
8	RESPIRATOR, mask, FFP2/N95, type IIR, s.u., unvalved, noseclip	Pcs	60,000	”	”	
9	FACE SHIELD, clear plastic, disp.	Pcs	40,000	”	”	
10.1	THERMOMETER, INFRARED, no contact, handheld	Set	200	”	”	
10.2	DIGITAL Thermometer to be used by individual	Set	75,000	”	”	

11	SAFETY BOX, needles/syringes, 5l, cardboard for incineration	Pcs	500	”	”	
12.1	BOX, triple packaging, biological substance UN3373 + pouch	Pcs	7,000	”	”	
12.2	BOX, triple packaging, infectious substance UN2814	Pcs	40	”	”	
13	SHOE COVER, pair, protective 3 layer SMS fabric, adhesive transaction strips	Pair	25,000	”	”	
14	GUM BOOT, pairs, ISI certificate and shoe and lower leg coverage	Pair	1,000	”	”	
15	BOUFFANT CAP, closure type, elastic single ply polypropylene, medium	Pcs	25,000	”	”	
16	BAG BODY, 8 handles, U- shaped zip, white, 400 microns, adult, 230x100cm	Pcs	30	”	”	
17	ALCOHOL-BASED HAND RUB, gel, 500mL, bottle	Bottle	20,000	”	”	

Section IV. Technical Specifications

Bidders must enter their offered specifications against each parameter of this Technical Specifications Form (TSF), comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected.

The Statement of Compliance must be substantiated with authenticated document /datasheet/manual of the relevant parameters indicated.

The right hand blank side must be completed by the bidder with the technical specifications of the offered product with supplementary documents enclosed.

S.N.	Purchaser's Specifications	Manufacturer	Brand	Country of Origin	Type/Model
1.1	GOGGLES PROTECTIVE, wraparound, soft frame, indirect vent.				
1.2	GOOGLES PROTECTIVE, polycarbonate (re-usable), (3M 1621) or equivalent standard				
2	ALCOHOL-BASED HAND RUB, gel (Alcohol >60%), 100mL, bottle				
3	BAG BIOHAZARD, REFUSE, AUTOCLAVABLE, 30x50cm, yellow				
4	CHLORINE NaDCC, 45-55%, gran., 1kg, pot				
5.1	GOWN, AAMI level 3, non sterile, disp., size M				
5.2	GOWN, AAMI level 3, non sterile, disp., size L				
5.3	GOWN, AAMI level 3, non sterile, disp., size XL				
5.4	GOWN, AAMI level 3, non sterile, disp., size XXL				
6.1	GLOVE EXAMINATION, nitrile, pf, size S				
6.2	GLOVE EXAMINATION, nitrile, pf, size M				
6.3	GLOVE EXAMINATION, nitrile, pf, size L				
6.4	GLOVE EXAMINATION, nitrile, pf, size XL				
7.1	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size S				
7.2	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size M				
7.3	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size L				
8	RESPIRATOR, mask, FFP2/N95, type IIR, s.u., unvalved, noseclip				
9	FACE SHIELD, clear plastic, disp.				
10.1	THERMOMETER, INFRARED, no contact, handheld (Please refer detail specs)				
10.2	DIGITAL Thermometer to be used by individual				

S.N.	Purchaser's Specifications	Manufacturer	Brand	Country of Origin	Type/Model
11	SAFETY BOX, needles/syringes, 5l, cardboard for incineration				
12.1	BOX, triple packaging, biological substance UN3373 + pouch				
12.2	BOX, triple packaging, infectious substance UN2814				
13	SHOE COVER, pair, protective 3 layer SMS fabric, adhesive transaction strips				
14	GUM BOOT, pairs, ISI certificate and shoe and lower leg coverage				
15	BOUFFANT CAP, closure type, elastic single ply polypropylene, medium				
16	BAG BODY, 8 handles, U-shaped zip, white, 400 microns, adult, 230x100cm				
17	ALCOHOL-BASED HAND RUB, gel(Alcohol >60%), 500mL, bottle				

All the offered product should be ISO/CE Standard(Where ever applicable). Bidder can submit the samples as well.

S.N.	Purchaser's Specifications	Bidder's Offer/ Statement of Compliance	Deviation if any	Page no. of catalogue/ datasheet/ manual
Item 10.1	Infrared Non Touch Hand Thermometer			
	Manufacturer			
	Brand			
	Type/Model			
	Country of Origin			
1	Requirements			
	<ul style="list-style-type: none"> - Purpose: Non-contact temperature sensing of human body, ideal for individual screening - Measurement Range: At least measure 93.5 F to 109 F - Accuracy: not less than $\pm 0.2^{\circ}\text{C}$ - Operating Temperature: Human body mode 15°C to 40°C - Display type: LCD with backlight - Response Time: Not more than 3 Seconds, with beep - Power Supply: 3 Volt DC (battery operated) - Accessories: extra battery 1 pair - Warranty: minimum 1 year 			

S.N.	Purchaser's Specifications	Bidder's Offer/ Statement of Compliance	Deviation if any	Page no. of catalogue/ datasheet/ manual
2	Documentation			
2.1	Users/Instructions manual shall be provided in English.			

Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said DP documents for the sum of *[total amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Price Quotation.

We undertake, if our Price Quotation is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this price Quotation for a Period of **15** days from the last date fixed for submission of the Price Quotation..

Until a formal Contract is prepared and executed, this Price Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Price Quotation you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Price Quotation for and on behalf of _____

2. Price Schedule

Name of Supplier _____ . _____ . Page . of ____

Proposer can quote the price for single item/multiple items.

1	2	3	4	5	6	7
Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1.1	GOGGLES PROTECTIVE, wrap around, soft frame, indirect vent.	Pcs	2,000			
1.2	GOOGLES PROTECTIVE, polycarbonate (re-usable), 3M 1621 or equivalent standard	Pcs	20,000			
2	ALCOHOL-BASED HAND RUB, gel, 100mL, bottle	Bottle	75,000			
3	BAG BIOHAZARD, REFUSE, AUTOCLAVABLE, 30x50cm, yellow	Pcs	20,000			
4	CHLORINE NaDCC, 45-55%, gran., 1kg, pot	Bottle	1,500			
5.1	GOWN, AAMI level 3, non sterile, disp., size M	Pcs	14,000			
5.2	GOWN, AAMI level 3, non sterile, disp., size L	Pcs	12,000			
5.3	GOWN, AAMI level 3, non sterile, disp., size XL	Pcs	5,000			
5.4	GOWN, AAMI level 3, non sterile, disp., size XXL	Pcs	2,500			
6.1	GLOVE EXAMINATION, nitrile, pf, size S	Pair	1,000,000			
6.2	GLOVE EXAMINATION, nitrile, pf, size M	Pair	1,500,000			
6.3	GLOVE EXAMINATION, nitrile, pf, size L	Pair	300,000			
6.4	GLOVE EXAMINATION, nitrile, pf, size XL	Pair	150,000			
7.1	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size S	Pcs	1,000,000			
7.2	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size M	Pcs	1,500,000			
7.3	MASK SURGICAL, type IIR, level 2, s.u, non sterile, earloop, size L	Pcs	150,000			
8	RESPIRATOR, mask, FFP2/N95, type IIR, s.u., unvalved, noseclip	Pcs	60,000			
9	FACE SHIELD, clear plastic, disp.	Pcs	40,000			
10.1	THERMOMETER, INFRARED, no contact, handheld	Set	200			

10.2	DIGITAL Thermometer to be used by individual	Set	75,000			
11	SAFETY BOX, needles/syringes, 5l, cardboard for incineration	Pcs	500			
12.1	BOX, triple packaging, biological substance UN3373 + pouch	Pcs	7,000			
12.2	BOX, triple packaging, infectious substance UN2814	Pcs	40			
13	SHOE COVER, pair, protective 3 layer SMS fabric, adhesive transaction strips	Pair	25,000			
14	GUM BOOT, pairs, ISI certificate and shoe and lower leg coverage	Pair	1,000			
15	BOUFFANT CAP, closure type, elastic single ply polypropylene, medium	Pcs	25,000			
16	BAG BODY, 8 handles, U-shaped zip, white, 400 microns, adult, 230x100cm	Pcs	30			
17	ALCOHOL-BASED HAND RUB, gel, 500mL, bottle	Bottle	20,000			
Total Amount						
Add 13% Value Added Tax						
Total Including VAT						

Total Price(in words)

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

3. Form of Agreement

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Price Quotation by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Price Quotation Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:



Government of Nepal
Ministry of Health & Population
Department of Health Services
Teku, Kathmandu
DIRECTOR