Government of Nepal
Ministry of Health
Department of Health Services
Logistics Management Division (LMD)
Teku, Kathmandu, Nepal

BIDDING DOCUMENT
for
Procurement of Medical &Surgical Instruments for PHC

IFB No: DOHS/G/NCB-155/2016-17

Issued on: ……..

Issued to: ……..

Dispatch no: ……

Date:

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

Abbreviations

BDS..... Bid Data Sheet
BD ..... Bidding Document
DCS..... Delivery and Completion Schedule
DP …….Development Partner
EQC ..... Evaluation and Qualification Criteria
GCC ..... General Conditions of Contract
GoN ..... Government of Nepal
ICC..... International Chamber of Commerce
IFB ..... Invitation for Bids
Incoterms..... International Commercial Terms
ITB ..... Instructions to Bidders
LGRS ..... List of Goods and Related Services
NCB ……. National Competitive Bidding
PAN ……..Permanent Account Number
PPMO ……Public Procurement Monitoring Office
SBD..... Standard Bidding Document
SBQ..... Schedule of Bidder Qualifications
SCC……. Special Conditions of Contract
SR ..... Schedule of Requirements
TS..... Technical Specifications
UNCITRAL …….United Nations Commission on International Trade Law
VAT …… Value Added Tax

Table of Contents

Government of Nepal
Ministry of Health
Department of Health Services
Logistics Management Division
Pachali, Teku, Kathmandu

INVITATION FOR BIDS

No: DOHS/G/NCB-155/2016-17

Procurement of Medical & Surgical Instruments for PHC

Date of publication: **19..Falgun 2073 (02 March-2017)**

1. Government of Nepal has allocated the fund and intends to apply part of the funds to cover eligible payments under the Contract for **Procurement of Medical & Surgical Instruments For PHC** by Deparment of Health Services.
2. The Ministry of Health, Department of Health Services, Logistics Management Division invites sealed bids or electronic bids from eligible bidders for the **Procurement of Medical & Surgical Instruments For PHC** as listed below under National Competitive Bidding. Contract shall be done as a single lot
3. Interested Eligible Bidders may obtain further information and inspect the bidding documents at the office of the **Department of Health Services, Logistics Management Division, Pachali, Teku, Kathmandu, Tel: 01-4261768, Fax: 01-4261413** from **2073-Falgun- 19. (02 March, 2017) to 2073-Chaitra 18- (March 31, 2017)** during the office hours or at their own convenience on the LMD website, **www.dohslmd.gov.np** and PPMO website **www.bolpatra.gov.np**. Interested bidders must first register on the PPMO website to access the document and choose the electronic bidding procedure.
4. Bidding documents may be downloaded from the PPMO website or LMD website or be purchased from the above office of **Department of Health Services, Logistics Management Division** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **NPR. 5000.00** . The method of payment will be in the form of a cash deposit certificate in **Revenue Title no 14227, Office code no. 27-370-11, Account no. Ka-1-1-001 of Rastriya Banijya Bank, Teku Branch**. If so requested, the Bidding Documents can also be sent by post/courier services upon payment of additional cost of **NRs. 4000.** However, the Employer will not be responsible for delay or non-delivery of the documents so sent. Bidding documents can be purchased up to office hours of **2073-Chaitra-18 (31 March 2017).**
5. For the purpose who choose to submit their bid electronically through e-procurement section of PPMO website: **http://www.bolpatra.gov.np**, the bidders may either purchase the hard copy of bidding documents or may choose to download the necessary part of bidding documents, prepare their bids and submit their electronic bids as specified in the Instructions to Bidders. In case of bidder who choose to download and submit bid electronically, the bidder shall be required to deposit the cost of bidding document as specified above in the above mentioned Account No. of LMD at Rastriya Banijya Bank, Teku Branch and electronic scanned copy (pdf format) of the Bank deposit voucher/tele transfer receipt shall also be submitted along with the electronic bid files.
6. Sealed Bids must be submitted to the above office of Department of Health Services, Logistics Management Division on or before **12:00 hour (Local time) on 2073-Chaitra- 20 (02-April-2017).** Alternatively, bidders may submit their bid electronically through e-procurement section in PPMO website: **http://www.bolpatra.gov.np**, before the above deadline and as specified in the Instructions to Bidders. Documents received after this deadline shall not be accepted.

7. Bids shall be opened in the presence of Bidders' representatives who choose to attend at **13:00 hour (Local time) on 2073-Chaitra -20 (02-April-2017). (** at the office of Department of Health Services, Logistics Management Division. Bids must be valid for a period of **90 days** counting from the day of bid opening that is valid **till 2074-Ashadh-16 (30-June-2017).** All bids must be accompanied by bid security not less than **NPR 16,50,000.00** , which shall be valid for minimum 30 days beyond the bid validity period **i.e. valid upto 2074- Shrawan-15 (30 Jully-2017**).

8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline unless amended.

9. The Purchaser reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.

10. Particulars of the requirement are:

SN	Items	Quantity
1	Delivery set	240
2	Episiotomy set	240
3	Peri light	240
4	Suction (electric)	120
5	Nebulizer	120
6	Otoscope	120
7	IUD & Implant insertion and removal set	240
8	Dental Instrument Set	120
9	I/D Set	240
10	Suture Set	240
11	BP set	600
12	Stethoscope	600
13	Suture removal set	240
14	Dressing Set	240
15	Protoscope	120
16	Foetoscope, Plastic	480
17	Digital thermometer	600
18	Tongue depresor	360
19	Weighing machine (digital)	240
20	Laryngoscope	120
21	LSCS set	240

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

Section I. Instructions to Bidders

Table of Contents

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements.

1.2 Throughout this Bidding Document :

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued.

Or

DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.

2.3 Public Entity's Resources Funded.

3. Fraud and Corruption

3.1 The Government of Nepal (GON) requires that the Purchasing Entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) Acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

3.2 The Bidder 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 :

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be 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 pricewith an intention to deprive the Employer the benefit of open competitive bid price,

(g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the

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

period from the time of opening of the bids until the notification of award of contract.

3.3 PPMO, on the recommendation of the Procuring Entity may **blacklist**a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,

(b) If it is proved that the bidder has committed an act contrary to ITB 3.2and ITB 19.5.

3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.

3.5 The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.

(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

4. Eligible Bidders

4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***.

4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all parties to the JV shall be jointly and severally liable; and

(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more

parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common;

(b) receive or have received any direct or indirect subsidy from any of them;

(c) have the same legal representative for purposes of this Bid;

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded in any of the cases, if

(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.

(b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;

(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projectsfinanced by them.

4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.

4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from

the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible

5. Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***.

5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied

5.3 The origin of goods and services is distinct from the nationality of the Bidder.

6. Site Visit

6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.

6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.

6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

7. Sections of the Bidding Document

7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (**BDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)

Section VIII. Contract Forms

7.2 The Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office ***as stated in the BDS***.

7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document

8. Clarification of Bidding Document/Pre-bid meeting

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the BDS***. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.

8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB **24.2**.

9. Amendment of Bidding Document

9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**.

C. Preparation of Bids

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;

(b) Bid Security in accordance with ITB 21;

(c) alternative bids, if permissible, in accordance with ITB 14;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;

(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(h) any other document required in the BDS.

13. Bid Submission Sheet and Price Schedules

13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

14. Alternative Bids

14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.

15. Bid Prices and Discounts

15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.

15.2 Prices quoted in the Price Schedules shall be entered separately in the following manner:

i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;

ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final destination, if ***specified in the BDS***;

iii. the price of other (incidental) services, if any, ***listed in the BDS***.

15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB **31**. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.4 The terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

15.5 The Bidder's separation of price components in accordance with

ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

15.6 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.

16. Currencies of Bid

16.1 All Prices shall be quoted in Nepalese Rupees.

17. Documents Establishing the Eligibility of the Bidder

17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:

(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and

(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

(c) submit the copy of the documents as ***specified in BDS***.

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section

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

IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.

19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:

a. Name and address of the Agent/Representative,
b. The Agent/Representative providing type of services,
c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,
d. Other agreement with Agent/Representative, if any,
e. Bidder shall certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",

If the agent has not been appointed:

f. Source of information about tender invitation,
g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.

19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.2.

20. Period of Validity of Bids

20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***.

21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) original copy of an unconditional bank guarantee from "A" class commercial bank or;

(b) original copy of cash deposit voucher in the Employer's Account as ***specified in BDS***.

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.

21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e-submission, if the scanned copy of an acceptable bid security letter is not uploaded with the elctronic bid then bid shall be rejected.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishingthe Performance Security and signing the Contract Agreement pursuant to ITB 41and ITB 42.

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

21.6 The Bid Security may be forfeited:

(a) if a Bidder requests for withdrawal or modification of its bid as against of the ITB clause 26.3 during the period of bid validity specified by the bidder on the bid submission for except as provided in ITB 20.2.

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 42; or

(ii) furnish a Performance Security in accordance with ITB 41.

21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number ***specified in the BDS*** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be attached to the Bid.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so ***specified in the BDS***, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures ***specified in the BDS***.

23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.

23.3 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 23.1; and

(c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".

23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, or Modification of Bids

26.1) A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows:

(i) Bids submitted in hard Copy

a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:(aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Employer 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

ii) E-submitted bids.

a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 In case of bids submiteed in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the letter of bid or any extension thereof.

In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who choose to attend at the address, date and time **specified in the BDS.** The purchaser shall download the e-submitted bid files. The e-procurement system allows the purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the bid opening committee.

Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.

27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of

submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 42.2.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Determination of Responsiveness

31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.

31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.

32. Non-material Non-conformities

32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or

documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.

32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 31.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

34. Domestic Preference

34.1 If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.
(This Clause shall be applicable only for GoN funded procurement.)

35. Evaluation and Comparison of Bids

35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

36. Post-qualification of the Bidder

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the

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

Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

40. Notification of Intention to Award

40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

40.2 If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.

41. Performance Security

41.1 Within fifteen (15) days of the receipt of notification of award from the purchaser, the successful Bidder shall furnish the Performance Secutiry in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, contract forms, or another form acceptable to the purchaser.

i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount = [(0.85 x Cost Estimate - Bid Price) x 0.5] + 5% of Bid Price.

The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

42. Signing of Contract

42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.

42.2 At the same time, the Purchaser shallaffix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be pasted on the notice board also of the District Development Committee, District Administration Office, and District Treasury and Controller Office. The Purchaser may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office,identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.

42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.

42.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

43. Complaint and Review

43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds.

43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed.

43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:

(a) whether to suspend the procurement proceeding and the

procedure for further proceedings to be adopted; or

(b) whether or not to reject a application.

No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***.

43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.

43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.

43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.

43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4.

43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.

43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.

43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.

44. Provision of PPA and PPR

If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction	
ITB 1.1	Name of the Purchaser**:** **Government of Nepal** **Ministry of Health** **Department of Health Services** **Logistics Management Division** **Teku, Kathmandu.**
ITB 2.1	Name of the Contract: **Procurement of *Medical & Surgical Instruments* For PHC.** Contract Identification No.: **DOHS/G/NCB-155/2016-17**
ITB 2.1	Name of the Project: ***Procurement of Medical & Surgical Instrumnts For PHC*** Name of the DP: **GON/Pool Fund** Implementing Agency: **Government of Nepal,** **Ministry of Health** **Department of Health Services, Logistics Management Division** **Teku, Kathmandu.**
ITB 4.1	Bidders from the following countries are not eligible: **Not Applicable**
ITB 4.9	The foreign Bidder at the time of bid submission: ▪ shall submit: a) Up to date Firm or Company Registration Certificate duly permitted to deal with the offered goods, b) Manufacturers/Suppliers from eligible source country. c) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offence. d) Joint Venture Authorization/Agreement (if any) ▪ shall declare to submit at the time of contract agreement: Appointment of a local agent to represent in all aspect on behalf of the bidder.
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: NA
B. Bidding Document	
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: **The Director** Name of the Purchaser: **Government of Nepal** **Ministry of Health, Department of Health Services** **Logistics Management Division.** City/Town: Teku, Kathmandu District: Kathmandu

	Country: Nepal Telephone: 01 4261768 Facsimile Number: 01 4261413 Electronic Mail Address: drtinkari@gmail.com
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting **shall not** be organized.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: **English**
ITB 12.1 (h)	The Bidder shall submit the following additional documents with its Bid: • Original manufacturer's authorization or Authorization of the authorized dealer in Nepal to bid on the IFB. • Audit reports of the last 3 fiscal years (2070/71, 2071/72, 2072/73) • Information on past supplies of similar goods and services in last three years with contract amount, supply date, name and address of the purchaser.
ITB 14.1	Alternative Bids **are not** permitted
ITB 15.2 (i)	The price quoted shall be : **The prices shall include all duties, taxes, other levies, transportation, and incidental services to the final destination at Logistics Managment Division, Central Store, Teku, Kathmandu.**
ITB 15.2 (ii)	The Prices for inland transportation : **NA**
ITB 15.2 (iii)	The price of other incidental services : **NA**
ITB 15.3	The prices quoted by the Bidder shall be: **Fixed during the contract period and there will not be any Price Adjustment.**
ITB 15.4	The incoterms edition is: **NA**
ITB 17.1 (c)	The Bidders shall submit: ▪ Copy of Firm Registration Certificate ▪ Copy of Business Registration Certificate ▪ Copy of VAT and PAN Registration Certificate, ▪ Copy of Tax Clearance Certificate for the F/Y 2072/73
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of the Requirements. Alternatively, if the authorized dealer is not participating on this bid a bidder must submit an origial authorization letter to participate on this bid from the authorized dealer, along with the certificate of the authorised dealer in Nepal.
ITB 19.3	The Bidder **is** required to include with its bid, evidence that it will be represented by an Agent in Nepal, if the bidder does not conduct business in Nepal.
ITB 20.1	The bid validity period shall be **90 days** from the date of bid opening (i.e. upto **2074-Ashadh-16(30-June-2017).**
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank of Nepal The amount of the Bid Security shall be:

S,N.	Slice no.	Description-Qty	Required Bid Security (NPR)
	NCB-155	As mentioned in Schedule of requirement	16,50,000.00

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

	. The Bid Security must be valid for thirty (30) days from the bid validity period **(i.e. till 2074- Shrawan-15.; 30-July-2017**).
ITB 21.2 (b)	There is no provision of Bid Security in the form of cash.
ITB 22.1	In addition to the original of the Bid, the number of copies is: **One (1)**. (That is one original and one copy) **In case of e-submission of bid:** The Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause 23.1, and submission of hard copy of "original bid" (as Stated above) is not mandatory. In case, if both the electronic bid and original bid in hard copy are submitted to the Purchaser within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation, provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit original Bid Security letter and all documentswithin 7 days of bid opening.
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: (a) Power of Attorney (A separate letter from authorized signatory delecating power to the nominated person, his / her designation in the instutition and an authorization to sign the contract.) (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 23.1	Bidders **have** the option of submitting their bids electronically.
ITB 23.1	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: **A) Bid submission procedure through electronically (e-submission):** i) Interested bidders may either purchase the Bidding documents from the Purchaser's office as specified in the IFB Notice or choose to download the bidding documents from the e-procurement section of PPMO website **http://www.bolpatra.gov.np.** In case, the bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, the Bidder is required to deposit the cost of bidding document (as specified in the bid notice) in the Purchaser's account as specified in the notice. In addition, electronic scanned copy (PDF format) of the Bank deposit voucher/tele transfer receipt shall also be required to be submitted along with the electronic bid files.

ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents or downloaded bid documents for specific bid), signed by the authorized representative and with seal of the company:

iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename as shown in the table below. PDF (Adobe Acrobat) version must be 4.0 or above.

S. No.	Document	PDF File Name	Requirement	Remarks
1	Form of Bid as of Section IV	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee) as of Section IV	Bid security-2	Mandatory	
3	Company Registration	Company reg-3	Mandatory	All firms in case of JV
4	VAT Registration	VAT reg-4	Mandatory For Nepali firms	All firms in case of JV
5	Tax Clearances Certificate	Tax-5	Mandatory For Nepali firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint Venture Agreement	JV doc-7	Mandatory	In case of JV
8	Bidder's Qualification Information as per section IV	Qualification-8	Mandatory	
9.	Price Schedule with Rate, Amount and Total Amount	Price-9	Mandatory	
10.	Declaration Form	Declaration-10	Mandatory	
11.	Manufacturer's Authorization or Authorization from Authorised Distributor as of Section IV	Authorization-11	Mandatory	
11.	Bank deposit Voucher/tele transfer receipt for bid document purchasing	Bank Voucher-12	Mandatory	In case the bid doc. is downloaded electronically

Note: *Mandatory means the mentioned files must be included in e-submission and non submission of such file shall be considered as non-responsive bid.*

iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of PPMO website **http://www.bolpatra.gov.np.**

v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online

	through e-procurement section of PPMO website **http://www.bolpatra.gov.np.** Within the specified date and time. vi) Bidders are advised to download the bid submission report to ensure that all the documents/ files are up to date and complete. **B) Requirements and Conditions for e-submission of bid:** 1) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and or incomplete bid files (not complying as per ITB Clause 23.1) shall be considered incomplete and rejected for further bid evaluation. 2) In addition to electronically submitted PDF files, the Bidder shall be required to submit original Bid security letter and all documents within 7 days of bid opening. Non submission of original Bid security letter, documents within specified time may cause forfeiture of Bid Security. 3) In case of major discrepancy found between electronically submitted PDF bid files and documents provided by the Bidder as hard copies shall not be considered for further evaluation. 4) Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders are fully responsible to use the e-submission facility properly in e-procurement section of http://www.bolpatra.gov.np in specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility. 5) When a Bidder submits electronic bid by downloading the bidding documents from the http://www.bolpatra.gov.np webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract. 6) In case, the Bidder chooses to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice) in the account of LMD such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified account of LMD.
ITB 24.1	For bid submission purposes only, the Purchaser's address is: **Government of Nepal** **Ministry of Health** **Department of Health Services** **Logistics Management Division** **Teku, Kathmandu.**
ITB 24.1	The deadline for bid submission is: Date: **2073-Chaitra-20. (02-April-2017).** Time: **12:00 hours Nepal Standard Time** Add following paragraph at the end of Sub-clause 24.1: **In case of e-submission of bid:** The Purchaser's address for the purpose of electronic bid submission is EProcurement section of **http://www.bolpatra.gov.np**. The bidder should note the following: i) The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the

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

	deadline for submission of bid. ii) The standard time for e-submission is Nepalese Standard Time as set out in the server of PPMO
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 25	Add ITB Sub-clause **25.2** as follows: In case of e-submission of bids, the e-procurement system will, automatically, not allow the e-submission of bid after the deadline for submission of bid.
ITB 26	Add an ITB Sub-clause **26.4** as follows: Withdrawal or Modification of the bid shall be accompanied by a written Power of Attorney in favor of the person / signatory applying for Withdrawal or Modification, duly signed by Authorized Representative(s) of the firm / all authorized Joint Venture partners. When a bidder submits his bid in hard copy, the e-procurement section of PPMO website does not allow the bidder to submit his Withdrawal or Modification through e-submission. **In case of e-submitted bid:** (i) Bidders may submit the Withdrawal or Modification either in hard copy or through e-submission. (ii) For Withdrawal or Modification of the bid the Bidder is required to submit scanned copy (in PDF file) of their Withdrawal or Modification letter along with a written Power of Attorney in favor of the person / signatory applying for Withdrawal or Modification, duly signed by Authorized Representative(s) of the firm / all authorized Joint Venture partners.
ITB 27.1	The bid opening shall take place at: **Department of Health Services, Logistics Management Division Teku, Kathmandu** Date: **2073-Chaitra-20 (02-April-2017).** Time: **13:00 hours**
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: **In case of e-submitted bid:** i) Electronically submitted bid shall be opened at first at the same time and on date as specified above. ii) The e-procurement system allows the Purchaser to download the esubmitted bid files from the bidders only after the time for opening the bids. ii) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and/or partially submitted bid files (not complying as per ITB Sub-clause 23.1) shall be considered incomplete and rejected for further bid evaluation. iii) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

E. Evaluation and Comparison of Bids	
ITB 29.1	Add the following paragraph at the end of Sub-clause **29.1**: In case of e-submission of bid, for verification of information submitted in its bid, the bidder shall submit the originals of its Bid security, Power of Attorney of the Authorized signatory, parts of the completed bid and other clarifications within **7 days from the date of bid opening.** Add an ITB Sub-clause **29.2** as follows: If the Bidder does not provide clarification of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
ITB 35	Add Sub-clause **35.3** as follows: **35.3** In case of e-submission bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For verification and acceptance of the bid, the bidder shall submit the original bid security and on the request of the Purchaser the bidder need to submit other documents/clarifications as specified in ITB Sub-clause 29.1. In case, if the Bidder can not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications as per ITB Sub-clause 29.1, the bid shall not be considered for further evaluation.
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: **15% in number or, in value** The maximum percentage by which quantities may be decreased is: **15% in number or, in value**
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount below **the value of Nepalese Rupees 20,000,000 (Twenty million**)
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.

Section III. Evaluation and Qualification Criteria

Evaluation Criteria

Criteria for Bid evaluation are:

Bids shall be considered non-responsive, if:

1. The bid is not submitted in the bid document issued by the DoHS, Logistics Management Division.
2. The bid is not submitted in the complete Bid Document issued in the name of the bidder itself.
3. The bid is not sealed.
4. The bid is not submitted with the Bid Form duly filled and signed in the complete document.
5. The bid is not submitted within the specified date / time for submission of bids.
6. The bid is not submitted along with the Bid security as specified in ITB 21.
7. The bid is submitted without the information as specified in ITB 19.
8. The bid does not comply with the instructions as specified in the Invitation for Bids.
9. Terms of payment and Destination of Delivery of the materials supplied are different from those specified in the Bid Document.
10. All prices quoted are not either firm (not estimated one) or conditional or not valid for the period specified in the Bid Document.
11. There is a major deviation in specification of the goods proposed by the bidder from that specified in the Technical Specifications and Schedule of Requirement.

Evaluation of a Bid will take into account, in addition to the Bid price quoted in accordance with Clause 15, one or more of the following factors in the manner and to the extent as specified in the Bidding Data.

a) Delivery schedule: Relevant parameters of delivery:

Within the days/weeks mentioned on the Schedule of Requirements from the date of contract signing

No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive.

b) Reduction in Bid Price for

Deviation in payment schedule: **Not Applicable.**

c) Compliance with Specification:

All offered goods thereof must be in compliance with the requirements of Technical Specifications, which will be reviewed by Technical Experts. Offeres not meeting the required Technical Specifications will be rejeted as non responsive.

d) Evaluation will be done for the complete package as lowest responsive total bid Price of all items.

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

Qualification Criteria

(a) Financial Capability:

Bidder's average annual turnover of the last three years should not be less than **6 Crore.**

The bidder shall demonstrate compliance with this requirement through submission of certified copies of the annual audit report and tax clearance certificate for the last three years. Non-submission of annual audit statement will be rejected as non-responsive.

(b) Experience and Technical Capacity:

i The bidder must have been supplying the similar goods for last one year. The bidder shall provide documentary evidence demonstrating that it has at least one (1) year of experience in supply of **similar goods** and related services to any corporate organisations.

To substantiate the experience for the goods, the bidder must submit at least two numbers of end user certificates issued by the user administration. The end user certificates must be on the letterhead of the user and shall include but not be limited to relevant information such as description, year of purchase, quantity, name and address of user, name of contact person, telephone and fax numbers.

Not meeting the above qualification will be considered as non-responsive.

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

Section IV. Bidding Forms

Table of Forms

1. Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head Clearly showing the Bidders Complete name and address)

Date: _____
Contract No.: _____
Invitation for Bid No.: _____

To:
_____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: _____
_____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;

(d) The discounts offered and the methodology for their application are: _____
_____
_____
_____
_____;

(e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____percent of the Contract Price for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;

(i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(l) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(m) We declare that the documents provided by us with this bid are true and authentic. We are fully responsible and accountable for any false statement.

(n) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

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

2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

Date: ..... *[Insert date (as day, month and year) of Bid Submission*]

Page _____ of_ _____ pages

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: .Name: Address: Telephone/Fax numbers: Email Address	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. ❑ 1. Firm Registration Certificate ❑ 2. Authorization to represent the firm	

3. Joint Venture Information Form (if applicable only)

Lead Partner	Name of the Lead Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	

4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 2070/71	**Year 2071/72**	**Year 2072/73**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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

5. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 3 Years	
Year	**Amount (in NRs)**
2070/71	
2071/72	
2072/73	
Average Annual Turnover	

6. Financial Resources Form (if applicable only)

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	**Source of financing**	**Amount (in NRs)**
1		
2		
3		

Note:

The letter from the Bank must be unconditional.

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

7. Pending Litigation Form (if applicable only)

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth

8. Specific Experience Form (optional to the bidder)

Bidder's Legal Name: _____ Date: _____

IFB No.:

Page _____ of _____ pages

Similar Contract	**Information**		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
Total Contract amount	_____		Currency____
Description of the works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____%	_____	Currency____
Employer's Name:	_____		
Employer's Address:			
Employer's Telephone/fax number: Employer's E-mail:	_____ _____ _____ _____		

The Bidder shall complete this form for each contract completed/in progress.

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

Price Schedules

9. Price Schedule For Goods

Name of Bidder _____ Contract Identification Number: DOHS/G/NCB-155/2016-17

Item	Description	Country of Origin	Unit	Quantity	Unit Price Delivery at LMD, Teku (in NPR)		Total Price (In figure) NPR
					In Figure	In Words	
1	2	3	4	5	6		7 = 5 x 6
1	Delivery set		Unit	240			
2	Episiotomy set		Unit	240			
3	Peri light		Unit	240			
4	Suction (electric)		Unit	120			
5	Nebulizer		Unit	120			
6	Otoscope		Unit	120			
7	IUD & Implant insertion and removal set		Unit	240			
8	Dental Instrument Set		Unit	120			
9	I/D Set		Unit	240			
10	Suture Set		Unit	240			
11	BP set		Unit	600			
12	Stethoscope		Unit	600			
13	Suture removal set		Unit	240			
14	Dressing Set		Unit	240			
15	Protoscope		Unit	120			

16	Foetoscope, Plastic		Unit	480			
17	Digital thermometer		Unit	600			
18	Tongue depressor		Unit	360			
19	Weighting machine (digital)		Unit	240			
20	Laryngoscope		Unit	120			
21	LSCS set		Unit	240			
						Total	
						VAT	
						Grand Total	

Total amount in words: ……..

Name : ……
In the capacity of : …….
Signed : ……..
Duly authorized to sign the Bid for and on behalf of : …….
Date:_____

Note: 1. Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost except VAT.
2. If there is any discripancy between unit price and total price, unit price shall prevail
3. If there is any discripancy between amount in figure and amount in words, amount in words shall prevail.

10. Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a "A" class commercial bank specified by Nepal Rastra Bank]

[insert Bank's Name, and Address of Issuing Branch or Office]

Date:*[insert date]*

Beneficiary: ***[insert Name and Address of Purchaser]***

BID GUARANTEE No.:*[insert number]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No***. [insert IFB number]*** ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]***upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be ***[insert the date]***.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

11. Manufacturer's Authorization Letter

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: _____

IFB No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

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

Section V. Schedule of Requirements

Contents

1. List of Goods and Related Services

The Goods and Related Services are shown in Price Schedule.

2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated as below:

The delivery period shall start as of the date of signing the contract.

S. No.	Description of Goods	Quantity	Unit for Bid	Acceptable Delivery Date	Final Destination as specified in BDS
1	2	3	4	5	6
NCB 155	Medical & Surgical Instruments for PHC	As mentioned in price Schedule	1 Package	Within **60 days** from the date of Contract Signing	Central Store, Department of Health Services, Logistics Management Division, Pathalaiya /Teku, Kathmandu

3. Technical Specifications

The specification and equipment order list contains 2 sections A, B. These sections are an integral part of the specification and equipment order list and complement each other. The two sections are namely:

A. General points and notes

B. Slice wise specifications under different Slices (altogether 20 slices)
The right hand blank side must be completed by the bidder with the technical specifications of the equipment offered with supplementary documents enclosed.

A. GENERAL POINTS AND NOTES

1. Dimensions
Dimensions have been included in the specifications and are intended for GUIDANCE ONLY to match the type of size required. Where there are particular parameters to observe, minimum and maximum sizes have been quoted.

2. Mains Electrically Powered Items
All mains electrically powered items should be suitable for operation on the electrical system within Nepal 220/230 volts.
110-volt units, which work through transformers, are NOT acceptable**.**

3. Instruction/Operating Manuals
Each set of equipment must be supplied with detailed operating and maintenance manuals and technical information in the English language.

4. Sensitive Nature
All the equipment and instruments are of a sensitive nature so they will only be procured from recognized, medical equipment/instrument manufacturers who have an established history or the manufacturers of whose products meet international quality standards.

5. Quality Assurance and Product Conformity

Manufacturers of all medical devices (equipment and instruments) must have a quality assurance system certified under the following standards:
- ISO 13485:2003 (for manufacturing of medical equipment and instruments)
- ISO 9001:2008 (for manufacturing of all other goods).

As may be further specified in the following Technical Specifications per item, medical equipment and instruments proposed and supplied must conform to specific product certification, namely CE mark (certifying compliance with the Medical Devices Directive (MDD)93/42/EEC, with subsequent amendments) or equivalent.

A Certificate of Conformity to the Test Parameters and date of manufacturing shall be available to the Purchaser for all the instruments and equipment.

6. Product Information
All the information provided in the bid should be substantiated by attached product data sheets/technical catalogues and relevant Standards such as International Standards Organisation (ISO), European Norms (EN),

Indian Standard Institute (IS), Nepal Standard (NS), British Standards Institute (BS), American National Standards Institute (ANSI), .

7. Standard Accessories
All equipment should be supplied with their standard accessories as normally provided by the manufacturers in addition to those accessories that are specifically mentioned in the specifications. The cost of these accessories must be included in the bid price.

8. Availability of Spare Parts and Consumables
The bidder shall supply equipment with a start-up supply of consumables allowing for testing and commissioning and approximately six months of normal operation.

9. Technical Trial
Technical trials may be conducted for all the instruments and equipment prior to purchase and the supplier is fully responsible to provide all facilities needed to conduct the Technical trial on the same model of equipment quoted.

10. Installation and commissioning
All equipment which is so specified in the bidding documents must be installed and commissioned by the Supplier at the final destination(s), including, any base plates or connecting devices to the floor/foundation, utility connection to the equipment within the location, calibration and commissioning. The Supplier will also provide and install the latest version of complete programme software required for the installation, commissioning and its functioning for the diagnostic use of the equipment. The Supplier will also provide licensed copies of all such software for future reference and use of the Purchaser. Such software is to be Original Equipment Manufacturer (OEM). The Supplier will also be required to make available the updated version(s) of such OEM program software for use in the same equipment.

The Health Facility at final destination shall be responsible to ensure that a suitable location (room) is made available, including required connections up to the location for electricity, water, air, oxygen, nitrous oxide, drainage, etc. as applicable for the particular equipment.

All other equipment shall be delivered by the supplier in fully assembled operational condition.

The specifications per item also specify whether or not installation and commissioning is required.

12. User training
The Supplier shall conduct user training for equipment to enable operators to use the equipment properly. The training shall include the use of all operational functions of the equipment, as well as routine checks and maintenance expected by users.

For fixed equipment, the training shall be conducted at the site of the equipment, following installation and commissioning. For other equipment the training will be conducted at a central location (Kathmandu or capital of one or more of the regions) in consultation with the Purchaser.

The specifications per item also specify whether or not user training is required.

13. Maintenance service during warranty period

For items as specified in the following individual Technical Specifications and 2 List of Related Services and Completion Schedule, preventive and corrective maintenance must be provided by the supplier during the

period of warranty and included in his bid. The cost of spare parts will be separately payable by the user, except cases covered under warranty.

13. Right to Reject

All the information provided should be accurate and sufficient to convince fully the Purchaser that all the offered goods fully meet the technical specifications and output quality. If such complete information is not provided and which leads to doubts about the technical compliance of the item(s), the Purchaser retains the right to reject the corresponding item.

Bidders are to offer **a standard production model** most closely matching the specification below and provide details of the offer. **The offer must be for brand new equipment.**

These specifications are for the **minimum requirement.** Bidders may offer higher specifications but they are to highlight these in the Statement of Compliance column. Units are to be stated using the SI system. For example length in metres (m). Multiples and sub-multiples to be used are: 10^6 mega (M); 10^3 kilo (k); 10^{-3}milli (m) and 10^{-6} micro (μ).

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 bidder shall mention clause by clause comment of the required specification. The bidder shall state:-

a. ***"FULLY COMPLIANT"*** if the item offered fully meet the quotation requirement.

b. ***"PARTIALLY COMPLIANT"*** if the item offered meet the requirement partially. The bidder shall state the reason why the offer is partially compliant. In such cases, the bidder shall clearly mention the extent to which other specifications are offered.

c. ***"NON COMPLIANT"*** if the item cannot meet the requirements. The bidder shall also state reasons for it.

The Statement of Compliance must be substantiated with authenticated catalogue/data sheet/ manual with the page number of original catalogue/datasheet/manual of the relevant parameters indicated.

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

1. Delivery set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Delivery set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Delivery set for obs/ gyn. purpose	
2	**Operational Requirements**	
2.1	The Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual instruments of a set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled with the name of the set for easy identification.	
2.4	Instrument surfaces must NOT be stamped, indented or scratched. It is preferred if the suppliers labelled GoN name in anodised form of labelling. It shall carry clear anodised labelling/ marking	

S.N.	Purchaser's Specifications	Bidder's Remarks
	of manufacturer's name/ brand and the part number/ model number of instruments on the surface of each piece of instruments.	
2.5	Particular attention must be paid to the quality of box joints to ensure that they are smooth and interlock well, and to teeth and grips to ensure that they meet and interlock well. Finger rings must be of proper size and shape for maximum utility and comfort. The inside of finger rings must be well rounded and free of sharp edges, rough areas and grinding marks, cracks, overlaps, burrs.	
2.6	Jaw serration must be well cut and defined and must mesh properly when the jaws are fully closed. The edges of the serration must be well chamfered and must not contain burrs and sharp edges. Teeth must be sharp (unless otherwise specified), of proper size and shape, free of rough edges or burrs, and must mesh with sufficient accuracy to ensure proper performance for the use intended.	
2.7	Ratchet and ratchet catches must be properly aligned and undercut for safe locking. Ratchets must be of such design as to ensure easy and positive engagement and proper disengagement. Ratchets and ratchet catches must be free of burrs and sharp edges.	
2.8	Locks, forceps and similar instruments must be of the box lock type or lap joint type. All type of locks must be accurately fitted, without stiffness and without crevices, burrs or sharp edges anywhere in the construction.	
2.9	Screws of screw lock scissors and other	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

S.N.	Purchaser's Specifications	Bidder's Remarks
	instruments must be the concentrically mustered type, countersunk, flush with, or slightly below the surface or rounded, smooth and flush at the periphery, but not riveted. The screw must retain their position after setting without binding or loosening during use.	
	Scissors	
2.10	The ROCKWELL hardness of the finished instruments must be within the range from 50 HRC to 58 HRC. Opposite blades must not vary in hardness by more than 4 units on the ROCKWELL C harness scale.	
2.11	Scissors must have joints, which move smoothly and must be neither too loose nor too tight: it must be possible to close and reopen the instrument easily with two fingers.	
2.12	The cutting ability of the instrument must be tested. The instrument must cut clearly without tearing.	
2.13	The finish and all edges and surfaces must be uniform and free of burrs, sharp edges (except where required), pores, crevices, gins marks, rough areas, cracks and overlaps.	
3	**System Configuration**	
3.1	Delivery Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all instruments (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Instruments Required**	
	1 x Sponge Holding Forceps Rampley 9.5"	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	1 x Kidney Dish 10" 1 x Bowl 200mm 1 x Umbilical Scissors, American, Straight 4.5" 1 x Needle Holder Mayo Hegar Straight 6.5" 1 x Episiotomy Scissors 14.5 cm 1 x Cusco Vaginal Speculum Medium 1 x Hartmann Mosquito Artery Forceps Straight 120mm 1 x Metal Catheter 1 x Uterine Curette 1 x Treves Dissecting Forceps, Plain, 200mm 1 x Spencerwells Artery Forceps Curved 6" 1 x Kocher Artery Forcep, Toothed Straight 6" 1 x Amniotomy Forceps 260mm 1 x Scissors Mayo Curved 6.5" 1 x Auvard Vaginal Speculum	
4.3	All instruments must be supplied free of residual scale, acid, grease and grinding and polishing materials and workmanship must be first class throughout. Instruments must be free of defects, which detract from their appearance or impair serviceability, proper functioning and intended use.	
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

2. Episiotomy set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Episiotomy set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	**Episiotomy** also known as **perineotomy**, is a surgical incision of the perineum and the posterior vaginal wall generally done by a midwife or obstetrician during second stage of labour to quickly enlarge the opening for the baby to pass through.	
2	**Operational Requirements**	
2.1	The Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual instruments of a set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled with the name of the set for easy identification.	
2.4	Instrument surfaces must NOT be stamped, indented or scratched. It is preferred if the suppliers labelled GoN name in anodised form of labelling. It shall carry clear anodised labelling/ marking of manufacturer's name/ brand and the part number/ model number of instruments on	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	the surface of each piece of instruments.	
2.5	Particular attention must be paid to the quality of box joints to ensure that they are smooth and interlock well, and to teeth and grips to ensure that they meet and interlock well. Finger rings must be of proper size and shape for maximum utility and comfort. The inside of finger rings must be well rounded and free of sharp edges, rough areas and grinding marks, cracks, overlaps, burrs.	
2.6	Jaw serration must be well cut and defined and must mesh properly when the jaws are fully closed. The edges of the serration must be well chamfered and must not contain burrs and sharp edges. Teeth must be sharp (unless otherwise specified), of proper size and shape, free of rough edges or burrs, and must mesh with sufficient accuracy to ensure proper performance for the use intended.	
2.7	Ratchet and ratchet catches must be properly aligned and undercut for safe locking. Ratchets must be of such design as to ensure easy and positive engagement and proper disengagement. Ratchets and ratchet catches must be free of burrs and sharp edges.	
2.8	Locks, forceps and similar instruments must be of the box lock type or lap joint type. All type of locks must be accurately fitted, without stiffness and without crevices, burrs or sharp edges anywhere in the construction.	
2.9	Screws of screw lock scissors and other instruments must be the concentrically mustered type, countersunk, flush with, or slightly below the surface or rounded, smooth and flush at the periphery, but not riveted. The screw must retain their position after setting without binding or loosening during use.	
	Scissors	
2.10	The ROCKWELL hardness of the finished instruments must be within the range from 50 HRC to 58 HRC. Opposite blades must not vary in hardness by more than 4 units on the ROCKWELL C harness scale.	
2.11	Scissors must have joints, which move smoothly and must be neither too loose nor too tight: it	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

S.N.	Purchaser's Specifications	Bidder's Remarks
	must be possible to close and reopen the instrument easily with two fingers.	
2.12	The cutting ability of the instrument must be tested. The instrument must cut clearly without tearing.	
2.13	The finish and all edges and surfaces must be uniform and free of burrs, sharp edges (except where required), pores, crevices, gins marks, rough areas, cracks and overlaps.	
3	**System Configuration**	
3.1	Episiotomy Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all instruments (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Instruments Required**	
	INSTRUMENTS BOX STAINLESS STEEL 25x12x6cm / 11x5x2¼"	1
	FINE OPERATING IRIS SCISSORS 10 Cm / 4", STRAIGHT	1
	BRAUN-STADLER EPIOSOTOMY SCISSORS 14.0cm / 5 ½"	1
	MAYO-STILLE OPERATING SCISSORS 17.0cm / 7", CURVED	1
	TISSUE FORCEPS 16.0cm / 6 ¼", 1 X 2 TEETH	1
	STANDARD DRESSING FORCEPS 16.0cm / 6 ¼"	1
	MAYO-HEGAR NEEDLE HOLDERS 16.0cm / 6 ¼"	1
	GROSS-MAIER DRESSING AND COTTON SWAB FORCEPS 20.0cm / 8", CVD	1
	DOUBLE BUTTONNED PROBES 16.0cm / 6 ¼", 2mm Ø	1
	ROCHESTER-PEAN ARTERY FORCEPS 18.0cm / 7", STRAIGHT	2
	PROBES 16.0cm / 6 ¼"	1
	ADSON RETRACTOR 16.0cm / 6 ¼", 3 X 4 TEETH, BLUNT	1
	BACKHAUS TOWEL FORCEPS 11.0cm / 4 ½"	4
4.3	All instruments must be supplied free of residual scale, acid, grease and grinding and polishing materials and workmanship must be first class throughout. Instruments must be free of defects, which detract from their appearance or impair serviceability, proper functioning and intended use.	
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	(shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

3. Peri-Light

S.N.	Purchaser's Specifications	Bidder's Remarks
	Peri-Light	
	Manufacturer	
	Brand	
	Type/Model	
	Countryof Origin	
1	**Description of Function**	
1.1	To be used in labour room in hospital and for Postpartum Perineal care of patient.	
2	**Operational Requirements**	
2.1	Shall operate on mains AC supply.	
3	**System Configuration**	
3.1	Peri-light, complete unit.	
4	**Technical Specifications**	
4.1	Light weight and easy to carry.	
4.2	The lamp can easily be positioned up to 40 degrees backwards.	
4.3	Power: 50 Watt or more with extra focus. Bidder to specify the power of lamp.	
4.4	Shall have on/off switch.	
4.5	Shall have facility to focus the light on specific area.	
4.6	Shall have long lifespan of lamp. Bidder to specify the lifespan of lamp.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Spare lamp: 01 no.	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.	
6.2	Power supply: 220-240V/ 50 Hz AC Single phase fitted with appropriate plug to meet purchaser's country requirements. The power cable must be minimum 3 metres long.	

7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
7.3	Electrical safety conforms to standards for electrical safety IEC 60601-1 General requirement for Electrical safety of Medical Equipment.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation, Inspections and Commissioning**	
11.1	Must supply preassembled unit ready to use.	
12	**Documentation**	
12.1	User (Operating) manual in English.	
12.2	Service (Technical / Maintenance) manual in English.	
12.3	List of important spare parts and accessories with their part numbers and costing.	

4. Electric Suction Pump (Surgical Aspirator)

S.N.	Purchaser's Specifications	
	Electric Suction Pump, Twin type (Surgical Aspirator)	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	To extract fluid from the body during surgery or emergency treatments.	
2	**Operational Requirements**	
2.1	An electric double jar suction pump for surgical use.	
3	**System Configuration**	
3.1	Suction machine with two bottles and accessories.	
4	**Technical Specifications**	
4.1	It shall be mounted on four robust, fully 360 degree swivelling, antistatic, non-marking grey tires castors, minimum size 75 mm with at least 2 diagonal brakes.	
4.2	Come with suction controller and vacuum gauge /	

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

S.N.	Purchaser's Specifications	
	indicator.	
4.3	The pump shall be oil free vacuum pump where the pumped liquid shall be sealed off from the pump.	
4.4	Come with overflow control valves. Bidder shall provide technical design and details of the pump with this TSF	
4.5	Vacuum rate shall be from 0 to not less than 640 mmHg (0.85 bars).	
4.6	Air flow rate shall be at least 25 l/min.	
4.7	The pump shall come fitted with twin unbreakable, transparent, autoclaveable polycarbonate suction bottles minimum 2 litre each.	
4.8	The bottles shall be incorporated with an automatic suction cut-off mechanism when they become full.	
4.9	The suction bottles shall come with overflow lid.	
4.10	Noise level: not more than 55 dBA.	
4.11	Air discharge from pump shall be filtered by a 0.3 micron bacterial hydrophobic filter.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Electrical cable: 1 minimum 3 meter length • Clear suction tubing: 1 set of 5 meter length • Bacterial filter: 0.3 micron, 10 pcs • Spare unbreakable, transparent, autoclave able polycarbonate suction bottle 2L: 1pc • Complete connection tubing set: 1 set • Hand switch & foot switch with cables for operating easily.	
6	**Operating Environment**	
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.	
6.2	Must operate on 220-240V AC as well as rechargeable batteries.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

S.N.	Purchaser's Specifications	
7.3	Shall meet IEC-60601-1-2 General Requirements of Safety for equipment.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1year.	
10	**Maintenance Service During Warranty Period**	
10.1	During warranty period supplier must ensure corrective/breakdown maintenance whenever required.	
11	**Installation, Inspections and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
11.2	Inspections to verify the compliance of the offered equipment as per specifications will be conducted by the technical team appointed by the purchaser.	
12	**Documentation**	
12.1	User (Operating) and Service (Technical/Maintenance) manuals to be supplied in English.	
12.2	Certificate of calibration and inspection.	
12.3	List of important spare parts and accessories with their part numbers and costing	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

5. Nebuliser with Diaphragm Type Compressor

S.N	Purchaser's Specifications	
	Nebuliser with Diaphragm Type Compressor	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Nebuliser is a device used to administer medication to people in forms of a liquid mist to the airways. It is commonly used in treating cystic fibrosis, asthma, and other respiratory diseases	
2	**Operational Requirements**	
2.1	Lightweight and compact, equipped with Diaphragm type compressor.	
3	**System Configuration**	
3.1	Nebuliser with Diaphragm type Compressor with complete accessories.	
4	**Technical Specifications**	
4.1	Shall be compact, lightweight and low noise.	
4.2	Durable long life Diaphragm compressor. Suitable for heavy duty/ institutional (hospital) use, must be able to run uninterruptedly for one hour.	
4.3	Must have Maximum air pressure Between 25-40 psi.	
4.4	Operating Air Pressure Between 8-14.5 psi	
4.5	Must produce particle of size 0.5-10μm	
4.6	Must have a dust filter.	
4.7	Must be able to deliver a flow rate $\geq$ 7 l/min.	
4.8	Must have a check valve to protect the device against contamination due to backward inhalation.	
4.9	Must be compatible for continuous use.	
4.10	Shall provide ABS case with handle for easy carrying.	
4.11	Medication capacity:- 5ml	
4.12	Average nebulization rate:- Approximate 0.2 ml/min.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Nebuliser bulb reusable, autoclaveable- 01 no. • Adult and child face mask reusable, autoclaveable- 02 each.	

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

S.N	Purchaser's Specifications	
	• T piece, Mouthpiece, Nosepiece, reusable, autoclaveable- 01 each. • Mouthpiece- 01 no. • Nosepiece- 01 no. • 1 x 200 cm. tubing • Spare filters- 10 nos.	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.	
6.2	Power supply: 220 – 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metre in length.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
7.3	Electrical safety conforms to standards for electrical safety IEC 60601-1 General requirement for Electrical safety of Medical Equipment.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year after acceptance.	
10	**Maintenance Service During Warranty Period**	
10.	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.	
11	**Installation and Commissioning**	
11.	Supplier must accomplish proper commissioning of equipment onsite.	
12	**Documentation**	
12.	User (Operating) manual in English.	

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

S.N	Purchaser's Specifications	
12.	Service (Technical / Maintenance) manual in English.	
12.	List of important spare parts and accessories with their part number and costing.	
12.	Certificate of calibration and inspection from factory.	

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

6. Otoscope

S.N.	Purchaser's Specifications	Bidder's Remarks
	Otoscope	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	An **otoscope** is a medical device which is used to look into the ears. It is used to screen for illness during regular check-ups and also to investigate ear symptoms. An **otoscope** potentially gives a view of the ear canal and tympanic membrane or eardrum.	
2	**Operational Requirements**	
2.1	Otoscope with fibreoptic illumination.	
3	**System Configuration**	
3.1	Otoscope complete with Halogen bulb, Pneumatic bag, Reusable and autoclavable speculum set, Heavy duty handles with charger.	
4	**Technical Specifications**	
4.1	It should consist of Otoscope with fibreoptic illumination.	
4.2	3.5 volts Halogen bulb.	
4.4	Magnification, 3 or 4 times.	
4.5	Pneumatic bag for Sieglisation of tympanic membrane	
4.6	Reusable and autoclavable speculum set of 4 or 5.	
4.7	Heavy duty handles with charger and chargeable long life battery. Charging should be possible through direct main line supply.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • One spare battery. • One spare 3.5 V Halogen bulb. • Reusable and autoclavable speculum set of 4 or 5 (2 sets for each otoscopes).	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include, Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User (Operating) manual in English.	
12.2	Service (Technical / Maintenance) manual in English.	
12.3	List of important spare parts and accessories with their part numbers and costing.	

7. IUD & Implant Insertion and Removal Kit

S.N.	Purchaser's Specifications	
	Implant Insertion and Removal Kit	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	It is used in the procedure of implants insertion and removal.	
2	**Operational Requirements**	
2.1	All instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	

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

S.N.	Purchaser's Specifications		
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and/or their latest amendments. The material shall be fret free. The material must be totally resistant to corrosion and pitting.		
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclaveable) as a complete pack and the wrapped packs must be packaged in a labelled clear plastic box. The remaining packs shall be in the cotton wrapper only. **Bulk loose instrument supply is NOT acceptable.** Each of the individual content of the packs must be in a clear plastic wrapper labelled on the outside for easy identification of the individual instruments.		
3	**System Configuration**		
3.1	The instruments must comprise of: • Implant insertion and removal set consisting different kinds of instruments as described below. • IUD implant insertion and removal set consist of different kinds of instruments as described below		
4	**Technical Specifications**		
	Detail list of Instruments under different packs NB: All sizes indicating length may vary +/- 3mm, other sizes +/- 2mm	**Qty Per Pack**	
4.1	**Implant Insertion and Removal Kit**		
4.1.1	Gallis pot; Galli pot – 4 onz, 1.5" height; SS	1	
4.1.2	Kidney tray 10" (Medium size), SS	1	
4.1.3	Sponge holder, 9.5", straight	2	
4.1.4	Volselum, 9.5", curved	1	
4.1.5	Dressing forceps (Tooth) 6"	1	
4.1.6	Dressing forceps (Non tooth) 6"	1	
4.1.7	Speculum (Graves or Sim's) medium size	1	
4.1.8	Tubal hook	1	
4.1.9	Forceps Baby Babcock, 6.5"	2	
4.1.10	Elevator, Uterine, Ramathobodi, SS (Guard 1" diameter, tip length 2")	1	
4.1.11	Metallic catheter no. 14	1	
4.1.12	Retractor (Richardson-Eastman), single blade	1	
4.1.13	Retractor (Richardson-Eastman), double blade	2	

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

S.N.	Purchaser's Specifications		
4.1.14	Forceps Allis, 6.5", SS (Tooth)	2	
4.1.15	Mosquito forceps 5" straight	3	
4.1.16	Mosquito forceps 5" curved	3	
4.1.17	Mayo operating scissors, 7", curved end	1	
4.1.18	Metzenbaum scissors (Straight) 6"	1	
4.1.19	Surgical handle no. 3	1	
4.1.20	Surgical blade no. 10	1	
4.2	**IUD Insertion / Removal Kit**	**Qty Per Pack**	
	Insertion		
4.2.1	Gallis pot; Galli pot – 4 onz, 1.5" height; SS	1	
4.2.2	Kidney tray 10" (Medium size), SS	1	
4.2.3	Forcep arterty, Pean, straight 8 ½ "	1	
4.2.4	Volselum, 9.5", curved	1	
4.2.5	Sponge holder, 9.5", straight	1	
4.2.6	Mayo dissecting scissors SS curved 7"	1	
4.2.7	Uterine sound, 12.5" metallic	1	
4.2.8	Bi-valve Vaginal speculum medium	1	
	Removal	1	
4.2.9	Gallis pot; Galli pot – 4 onz, 1.5" height; SS	1	
4.2.10	Kidney tray 10" (Medium size), SS	1	
4.2.11	Forcep arterty, Pean, straight 8 ½ "	1	
4.2.12	Volselum, 9.5", curved	1	
4.2.13	Sponge holder, 9.5", straight	1	
4.2.14	Bi-valve Vaginal speculum medium	1	
4.3	All instruments must be supplied free of residual scale, acid, grease and grinding and polishing materials and workmanship must be first class throughout. Instruments must be free of defects, which detract from their appearance or impair serviceability, proper functioning and intended use.		
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.		
5	**Accessories, spares and consumables**		
5.1	Shall provide storage case of good quality for all above surgical instruments.		
5.2	All standard accessories, consumables and parts required to operate the equipment,		

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

S.N.	Purchaser's Specifications	
	including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices and must meet ISO 7153-1:1991 for surgical instruments and ASTM F899 - 12b **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year after acceptance.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	's (Operating) and /or Technical/Maintenance manual shall provide in English.	

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

8. Dental Instruments Set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Dental Instruments Set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Instrument set for dental examination, dental surgery and dental treatment	
2	**Operational Requirements**	
2.1	The Dental Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual instruments of a set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled with the name of the set for easy identification.	
2.4	Instrument surfaces must NOT be stamped, indented or scratched. It is preferred if the suppliers	

S.N.	Purchaser's Specifications	Bidder's Remarks
	labelled GoN name in anodised form of labelling. It shall carry clear anodised labelling/ marking of manufacturer's name/ brand and the part number/ model number of instruments on the surface of each piece of instruments.	
2.5	Particular attention must be paid to the quality of box joints to ensure that they are smooth and interlock well, and to teeth and grips to ensure that they meet and interlock well. Finger rings must be of proper size and shape for maximum utility and comfort. The inside of finger rings must be well rounded and free of sharp edges, rough areas and grinding marks, cracks, overlaps, burrs.	
2.6	Jaw serration must be well cut and defined and must mesh properly when the jaws are fully closed. The edges of the serration must be well chamfered and must not contain burrs and sharp edges. Teeth must be sharp (unless otherwise specified), of proper size and shape, free of rough edges or burrs, and must mesh with sufficient accuracy to ensure proper performance for the use intended.	
2.7	Ratchet and ratchet catches must be properly aligned and undercut for safe locking. Ratchets must be of such design as to ensure easy and positive engagement and proper disengagement. Ratchets and ratchet catches must be free of burrs and sharp edges.	
2.8	Locks, forceps and similar instruments must be of the box lock type or lap joint type. All type of locks must be accurately fitted, without stiffness and without crevices,	

S.N.	Purchaser's Specifications	Bidder's Remarks
	burrs or sharp edges anywhere in the construction.	
2.9	Screws of screw lock scissors and other instruments must be the concentrically mustered type, countersunk, flush with, or slightly below the surface or rounded, smooth and flush at the periphery, but not riveted. The screw must retain their position after setting without binding or loosening during use.	
	Scissors	
2.10	The ROCKWELL hardness of the finished instruments must be within the range from 50 HRC to 58 HRC. Opposite blades must not vary in hardness by more than 4 units on the ROCKWELL C harness scale.	
2.11	Scissors must have joints, which move smoothly and must be neither too loose nor too tight: it must be possible to close and reopen the instrument easily with two fingers.	
2.12	The cutting ability of the instrument must be tested. The instrument must cut clearly without tearing.	
2.13	The finish and all edges and surfaces must be uniform and free of burrs, sharp edges (except where required), pores, crevices, gins marks, rough areas, cracks and overlaps.	
3	**System Configuration**	
3.1	Dental Instruments Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all instruments (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
4.2	**Instruments Required**	
I	Explorer	
II	Mouth mirror with handle	
III	Tweezers	
IV	Surgery (Extraction of teeth)	
i	**Adult forceps:** **Upper** • Upper Incisor forceps • Upper premolar forceps • Upper right molar forceps • Upper left molar forceps • Upper last molar (Wisdom teeth) forceps (Bennet forceps) **Lower** • Lower incisor forceps • Lower premolar forceps • Lower molar forceps	
ii	**Paediatric forceps:** • Upper Incisor • Upper molar (right & left) • Lower incisor • Lower molar	
V	**Elevators:** • Periosteal elevator (small & large size) • Straight Elevator (small & large size) • Cryer elevator (right & left) • Cross bar elevator (right & left) • Excavator (small & large) • Surgical Blade Handle	
VI	**Instruments for filling:** • Glass slab • Cement Spatula • Plastic Instrument	
VII	**Periodontal Instruments:** • Periodontal probe • Interdental scalar • Periscaler (Right & left) • Sickle scalar (right & left) • Curette-small size (right & left) • Curette-big size (right & left)	
VIII	Instrument tray, stainless steel of suitable size.	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
4.3	All instruments must be supplied free of residual scale, acid, grease and grinding and polishing materials and workmanship must be first class throughout. Instruments must be free of defects, which detract from their appearance or impair serviceability, proper functioning and intended use.	
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	

S.N.	Purchaser's Specifications	Bidder's Remarks
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

9. Incision and Drainage set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Incision and Drainage set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	**Incision and drainage** and **clinical lancing** are minor surgical procedures to release pus or pressure built up under the skin, such as from an abscess, boil, or infected paranasal sinus. This allows the pus fluid to escape by draining out through the incision.	
2	**Operational Requirements**	
2.1	It is performed by treating the area with an antiseptic, such as iodine-based solution, and then making a small incision to puncture the skin using a sterile instrument such as a sharp needle, a pointed scalpel or a lancet.	
3	**System Configuration**	
3.1	I & D Set	
4	**Technical Specifications**	
4.1	**Items Required**	
	• Artery Forcep (9x12) • Blade Holder 4' • Kidney Tray (9x12) • Tooth forcep/ thamb forcep • Thamb forcep plane • Bowl small plane • Scissor plane • Eye towel with rapping cloth • Spoke • Surgical blade no 11	•
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

10. Suture set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Suture set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Complete instrument set for minor surgery: suturing of wounds. Can be used as a complementary set for isolated skeletal traction or split skin grafting	
2	**Operational Requirements**	
2.1	The Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled with the name of the set for easy identification.	
3	**System Configuration**	
3.1	Suture Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full	

S.N.	Purchaser's Specifications	Bidder's Remarks
	description of all items (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Items Required**	
	KIDNEY DISH, large, 275x150x45mm, stainless steel =1 SCALPEL, HANDLE, No 3 (for blades 10/11/15)=1 SCISSORS, MAYO, 17 cm, curved=1 FORCEPS, DRESSING, BLANK, 14.5 cm, atraumatic serration =1 FORCEPS, TISSUE, LANE, 14cm, 1x2 teeth=1 NEEDLE HOLDER, MAYO-HEGAR, 15 cm, standard=1 FORCEPS, HEMOSTATIC, CRILE, 14 cm, curved=4 FORCEPS, HEMOSTATIC, KOCHER, 14 cm/1x2 teeth, straight=2 FORCEPS, TOWEL CLAMP, BACKAUS, 13 cm=5 FORCEPS, SPONGE, FOERSTER, 24cm, serrated jaws, straight=2 BOWL, ROUND, 100 ml, 80 x 35 mm, stainless =1steel	
4.3	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

S.N.	Purchaser's Specifications	Bidder's Remarks
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

11. Sphygmomanometer (BP apparatus)

S.N.	Purchaser's Specifications	Bidder's Remarks
	Sphygmomanometer (BP apparatus)	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Sphygmomanometer is a device used to measure blood pressure, composed of an inflatable cuff to restrict blood flow, and a mechanical manometer to measure the pressure.	
2	**Operational Requirements**	
2.1	Aneroid sphygmomanometer having a dial to show clear numbers and pointer / needle for measurement of pressure.	
3	**System Configuration**	
3.1	• Aneroid sphygmomanometer • Cuffs for child size and for adult size (regular) • Inflation bulb • Carrying pouch	
4	**Technical Specifications**	
4.1	Packed in easy carrying high quality pouch made of waterproof cloth to accommodate cuff, and inflation bulb.	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
4.2	Gauge to be calibrated in 2 mm Hg units.	
4.3	Must provide blood pressure cuffs for child size and for adult size (regular).	
5	**Accessories, spares and consumables**	
5.1	Allstandard accessories/consumables/parts required for the proper operation of the above item shall be included in the offer. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Form.	
6	**Operating Environment**	
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO 9001 or ISO 13485:2003/AC: 2007.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User's manual in English	

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

12. Stethoscope

S.N.	Purchaser's Specifications	Bidder's Remarks
	Stethoscope	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	The stethoscope is used for listening to the beating heart of a human, or the lungs. It is also used for listening to the flow of the blood in the surrounding area of the heart.	
2	**Operational Requirements**	
2.1	Dual type stethoscope - Physician's stethoscope.	
3	**System Configuration**	
3.1	• Stethoscope, dual cup/bell • Tubes	
4	**Technical Specifications**	
4.1	Dual, cup/bell and diaphragm head	
4.2	Head and ear tube assembly to be made of non-ferrous metal,	
4.3	Tubes to be synthetic material and ear tubes to have shaped plastic cushion ends.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories/consumables/parts required for the proper operation of the above item shall be included in the offer. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Form.	
6	**Operating Environment**	
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

7	**Standards and Safety Requirements**	
7.1	Must submit ISO 9001 or ISO 13485:2003/AC: 2007.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User's manual in English	

13. Suture removal set

S.N.	Purchaser's Specifications	
	Suture set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Complete instrument set for suture removal	
2	**Operational Requirements**	
2.1	The Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper	

S.N.	Purchaser's Specifications	
	(autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled with the name of the set for easy identification.	
3	**System Configuration**	
3.1	Suture Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all items (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Items Required**	
	Dressing Forceps Serr 5" Spencer Stitch Scissors 3 1/2" Tray suture removal Staple remover	1 1 1 1
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer	

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

S.N.	Purchaser's Specifications	
	(including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

14. Dressing set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Dressing set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	A **dressing** is a sterile pad or compress applied to a **wound** to promote healing and protect the **wound** from further harm.	
2	**Operational Requirements**	
2.1	A **dressing** is designed to be in direct contact with the **wound**, as distinguished from a **bandage**, which is most often used to hold a **dressing** in place	
3	**System Configuration**	
3.1	Dressing Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all items (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Items Required**	
	Thumb forceps/tooth forceps Artery forceps Bowl (120ml) Instrument tray with cover Wrapper Scissor plane with suture cutting scissor **<u>Foreign Body Removal Set</u>** Mosquito Forceps Mosquito Artery Forceps Nasal FB Removal Forceps	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	Thumb Tissue Forceps Blade holder Nasal Speculum	
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

16. Proctoscope

S.N.	Purchaser's Specifications	Bidder's Remarks
	Proctoscope	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	A proctoscope is a hollow, tube-like speculum that is used for visual inspection of the rectum.	
2	**Operational Requirements**	
2.1	Non-Disposable Kelly's rectal speculum.	
3	**System Configuration**	
3.1	Kelly's rectal speculum with obturator and proctoscope sheath.	
4	**Technical Specifications**	
4.1	It should consist of obturator and proctoscope.	
4.2	Sizes of 22x100 mm.	
4.4	Material: High grade fully stainless steel, corrosion resistance.	
4.5	Finish: Mirror finish.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Not applicable.	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	conditions include, Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User (Operating) manual in English.	
12.2	Service (Technical / Maintenance) manual in English.	
12.3	List of important spare parts and accessories with their part numbers and costing.	

17. Digital Thermometer

S.N.	Purchaser's Specifications	
	Digital Thermometer	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.2	**For measuring temperatures and displaying it with LCD/LED**	
2	**Operational Requirements**	
2.1	**Portable, battery operated system is required**	
3.	**System Configuration**	
3.1	Digital Thermometer, portable, battery operated	
4	**Technical Specifications**	
4.1	Temperature measurement range: - 40 ℃ to 210 ℃	
4.2	LCD readout	
4.3	Temperature measurement accuracy : ± 0.1 ℃	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Temperature probe-(surface and internal probes)-1 each	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	**The system offered must be designed to store and be operated normally under the condition of the purchaser's Country. The conditions include Climate, temperature and relative humidity.**	
6.2	Battery Operated	
7	**Standards and Safety Requirements**	
7.4	Must submit ISO 9001 or ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.5	CE or USFDA approved product certificate.	
7.6	Shall meet IEC-60601-1-2:2001 General	

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

	Requirements of Safety for Electromagnetic Compatibility.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year after acceptance.	
10	**Maintenance Service during Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User (Operating) manual in English	
12.2	Service (Technical / Maintenance) manual in English	
12.3	List of important spare parts and accessories with their part numbers and costing.	
12.4	Certificate of calibration and inspection from factory.	

18. Tongue Depressor, Reusable

S.N.	Purchaser's Specifications	Bidder's Remarks
	Tongue Depressor, Reusable	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.3	A tongue depressor is used to depress the tongue to allow for examination of the mouth and throat.	
2	**Operational Requirements**	
2.2	Wieder / Andrew / Lack's, tongue depressor, reusable.	
3	**System Configuration**	
3.1	Set of Tongue Depressors, stainless steel.	
4	**Technical Specifications**	
4.1	**Sizes:** • Adult: 22mmwide. • Adolescence: 19mm wide. • Children: 13mm wide.	
4.2	Material: High grade fully stainless steel, corrosion resistance.	
4.3	Workmanship: Both ends slightly curved in opposite direction.	
4.4	Finish: Bright polish, smooth surface without any burr, pits and scratches.	
4.5	Autoclaveable.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered must be designed to store and be operated normally under the condition of the purchaser's Country. The conditions include Climate, temperature and relative humidity.	

S.N.	Purchaser's Specifications	Bidder's Remarks
7	**Standards and Safety Requirements**	
7.7	Must submit ISO 9001 or ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.8	CE or USFDA approved product certificate.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Warranty for 1 year after acceptance.	
10	**Maintenance Service during Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	User (Operating) manual in English.	
12.2	Service (Technical / Maintenance) manual in English.	

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

19. Digital scale, Adult Weighing (Bathroom Type)

S.N.	Purchaser's Specifications	Bidder's Remarks
	Adult Weighing Scale, Bathroom Type	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Weighing the mass of a patient or user	
2	**Operational Requirements**	
2.1	Digital type adult weighing scale	
3	**System Configuration**	
3.1	Digital weighing scale-Adult bathroom type with large LCD Display.	
4	**Technical Specifications**	
4.1	Battery operated.	
4.2	Battery power saving by switching off while no weight on the scale .	
4.3	Equipment must be simple to use, operate and maintain.	
4.4	Scale to weigh 0 to 150 Kg in division of 100g.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories/consumables/parts required for the proper operation of the above item shall be included in the offer. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Form.	
6	**Operating Environment**	
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO 9001 or ISO 13485:2003/AC: 2007.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply preassembled unit, ready to use.	
12	**Documentation**	
12.1	Instructions manual supplied in English.	

20. Laryngoscope, Magnifying Rigid (with Light Source)

S.N.	Purchaser's Specifications	Bidder's Remarks
	Laryngoscope, Magnifying Rigid (with Light Source)	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	A rigid laryngoscope is used for direct laryngoscopy (visualizing the larynx). A magnifying glass with light source is used with this to magnify and illuminate the anatomical structure under observation.	
2	**Operational Requirements**	
2.1	Small and lightweight system is required.	
3	**System Configuration**	
3.1	Magnifying rigid Laryngoscope with light source, complete unit.	
4	**Technical Specifications**	
4.1	Rigid, metallic fibre-optic light system with inbuilt magnifying system.	
4.2	Viewing angle 90 degrees.	
4.3	Light source: Halogen bulb	
4.4	Autoclaveable.	
4.5	Shall work on inbuilt rechargeable battery.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Spare halogen bulb	
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the	

S.N.	Purchaser's Specifications	Bidder's Remarks
	quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.	
6.2	Rechargeable battery operated system. Charger to be provided if integrated charger is not there.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/ AC: 2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	**Warranty**	
9.1	Comprehensive warranty for 1 year from acceptance.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Supplier must accomplish proper commissioning of the equipment on site.	
12	**Documentation**	
12.1	User (Operating) manual in English	
12.2	Service (Technical / Maintenance) manual in English	
12.3	List of important spare parts and accessories with their part number and costing.	

21. Lower (uterine) segment Caesarean section (LSCS) set

S.N.	Purchaser's Specifications	Bidder's Remarks
	Lower (uterine) segment Caesarean section (LSCS) set	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	LSCS set for a transverse cut just above the edge of the bladder for resulting in less blood loss and should be easier to repair than other types of Caesarean sections.	
2	**Operational Requirements**	
2.1	The Instruments must be made of highest quality materials e.g. stainless steel (S/S) for metal devices. The surgical instruments must be CE marked / USFDA approved. The bidder must submit quality assurance (QA) certificates.	
2.2	Instruments must be made from surgical quality, preferably non-magnetic stainless steel and must be matt surface finish. Quality must comply with EN 46002 and ISO 9002 and / or their latest amendments.	
2.3	Each pack must be packaged in a hospital grade cotton wrapper (autoclave-able) as a complete pack. Bulk loose instrument supply is NOT acceptable. Each of the individual instruments of a set must be packed in a labelled clear plastic wrapper for easy identification. All individually packed instruments of a set shall then be packed together in a larger clear plastic wrapper labelled	

S.N.	Purchaser's Specifications	Bidder's Remarks
	with the name of the set for easy identification.	
2.4	Instrument surfaces must NOT be stamped, indented or scratched. It is preferred if the suppliers labelled GoN name in anodised form of labelling. It shall carry clear anodised labelling/ marking of manufacturer's name/ brand and the part number/ model number of instruments on the surface of each piece of instruments.	
2.5	Particular attention must be paid to the quality of box joints to ensure that they are smooth and interlock well, and to teeth and grips to ensure that they meet and interlock well. Finger rings must be of proper size and shape for maximum utility and comfort. The inside of finger rings must be well rounded and free of sharp edges, rough areas and grinding marks, cracks, overlaps, burrs.	
2.6	Jaw serration must be well cut and defined and must mesh properly when the jaws are fully closed. The edges of the serration must be well chamfered and must not contain burrs and sharp edges. Teeth must be sharp (unless otherwise specified), of proper size and shape, free of rough edges or burrs, and must mesh with sufficient accuracy to ensure proper performance for the use intended.	
2.7	Ratchet and ratchet catches must be properly aligned and undercut for safe locking. Ratchets	

S.N.	Purchaser's Specifications	Bidder's Remarks
	must be of such design as to ensure easy and positive engagement and proper disengagement. Ratchets and ratchet catches must be free of burrs and sharp edges.	
2.8	Locks, forceps and similar instruments must be of the box lock type or lap joint type. All type of locks must be accurately fitted, without stiffness and without crevices, burrs or sharp edges anywhere in the construction.	
2.9	Screws of screw lock scissors and other instruments must be the concentrically mustered type, countersunk, flush with, or slightly below the surface or rounded, smooth and flush at the periphery, but not riveted. The screw must retain their position after setting without binding or loosening during use.	
	Scissors	
2.10	The ROCKWELL hardness of the finished instruments must be within the range from 50 HRC to 58 HRC. Opposite blades must not vary in hardness by more than 4 units on the ROCKWELL C harness scale.	
2.11	Scissors must have joints, which move smoothly and must be neither too loose nor too tight: it must be possible to close and reopen the instrument easily with two fingers.	
2.12	The cutting ability of the instrument must be tested. The instrument must cut clearly without tearing.	
2.13	The finish and all edges and surfaces must be uniform and	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	free of burrs, sharp edges (except where required), pores, crevices, gins marks, rough areas, cracks and overlaps.	
3	**System Configuration**	
3.1	Delivery Set	
4	**Technical Specifications**	
4.1	**The instruments required are listed below,** bidder MUST provide full description of all instruments (description includes: full name, type, shape, design, full length, volume and etc.) required below for the evaluation.	
4.2	**Instruments Required**	
	1 Sponge Holding Forceps 25cm 4 Green Armytage Forceps 6 Artery Forceps cvd 15cm 6 Artery Forceps St 15cm 4 Allice Tissue Forceps Medium 15cm 4 Allice Tissue Forceps Large 15cm 2 Bebcock Tissue Forceps 15cm 2 Toothed Forceps 15 cm 2 Dissecting Forceps Toothed 15cm 2 Dissecting Forceps Non Toothed 15cm 1 Needle Holder Mayo Heger 15 cm 4 Kell's Clamp 15cm 1 Suction Tip 1 Tissue Cutting Scissors 17.5cm 2 B.P.Handle no4 4 Towel Clip Cross Action 1 Bowl 20" 1 Doyen Retractor 5 cm 1 Morr's Retractor 5cm 1 Self Retaining Retractor 1 Dever's Retractor 5 cm 1 Instruments Bag	
4.3	All instruments must be supplied free of residual scale, acid,	

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

S.N.	Purchaser's Specifications	Bidder's Remarks
	grease and grinding and polishing materials and workmanship must be first class throughout. Instruments must be free of defects, which detract from their appearance or impair serviceability, proper functioning and intended use.	
4.4	Bidder MUST attach product catalogues with photos for all instruments as mentioned. These catalogues/photos MUST clearly and correctly mark with non-erasable making pen their respective parameter line number (shown on the left column) and instrument name.	
5	**Accessories, spares and consumables**	
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).	
6	**Operating Environment**	
6.1	The instrument offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	

S.N.	Purchaser's Specifications	Bidder's Remarks
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
8	**User Training**	
8.1	Not applicable.	
9	**Warranty**	
9.1	Warranty for 1 year.	
10	**Maintenance Service During Warranty Period**	
10.1	Standard warranty conditions are applicable.	
11	**Installation and Commissioning**	
11.1	Must supply complete unit, ready to use.	
12	**Documentation**	
12.1	s/Instructions manual shall be provided in English.	

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

Section VI. General Conditions of Contract

Table of Clauses

Section VI. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) "GoN" means the Government of Nepal.

(p) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative,

complementary, and mutually explanatory.

3 Fraud and Corruption

3.1If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.

3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist the Bidder/Supplier for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Supplier:

(a) if it is established that the Supplier has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"1 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"2 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"3 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

3.3 Without prejudice to any other rights of the Purchaser under this Contract, GoN may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

[1]a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[2] "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[3]a "party" refers to a participant in the procurement process or contract execution.

if it is established that the Supplier committed acts specified in ITB 3.2,

if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

4. Interpretation

4.1If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a)Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and

all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Notices

7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8. Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.

9. Settlement of Disputes

9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.

10. Scope of Supply

10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.

10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

11. Delivery

11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities

12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

13. Purchaser's Responsibilities

13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

14. Contract Price

14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment

15.1 The Contract Price shall be paid in Nepalese Currency.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16. Taxes and Duties

16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser

17. Performance Security

17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work

under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised

version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

23. Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.

24. Transportation

24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the

Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the

Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not

apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in

the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier,

provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

34.3 Termination for Convenience

(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Government of Nepal
Ministry of Health & Population
Department of Helath Services
Tekn. Kathmandu

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: **Nepal**
GCC 1.1(j)	The Purchaser is: **Ministry of Health** **Department of Health Services** **Logistics Management Division** **Teku, Kathmandu**
GCC 1.1 (p)	The Site is: **Logistics Management Division** **Central Store, Teku, Kathmandu**
GCC 4.2 (b)	The version of Incoterms shall be: **NA**
GCC 5.1	The language shall be: **English**
GCC 7.1	For **notices**, the Purchaser's address shall be: Name and Address of the Purchaser: **Ministry of Health** **Department of Health Services** **Logistics Management Division** **Teku, Kathmandu** Telephone number: 014261768 Facsimile number: 014261413 e-mail Address: drtinkari@gmail.com
	For **notices**, the Suppliers's address shall be: Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 10.1	The Scope of Supply shall be defined in: **"Section V, Schedule of Requirements"**
GCC 11.1	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: **a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;** **b) Copy of packing list indentifying the contents of each package;**

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

	c) Delivery note, railway receipt, or truck receipt;(as appropriate) **d) Manufacturer's or Supplier's warranty certificate;** **e) Other documents (if any).** The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 14.2	**Price adjustment shall not be applicable.**
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **1. The payment shall be made:** **(a) through Finance Section of the Purchaser**
GCC 15.1	**a)** Payments shall be made in Nepalese Rupees in the following manner: **b) Advance Payment: Not Applicable .** **c) On Delivery and acceptance: Hundred (100) percent. of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1** **d) 1.5% shall be deducted from the total billed amount against advance income tax.**
GCC 17.1	The Supplier shall provide a Performance Security as per ITB 41. **The amount of the Performance Security shall be in Nepalese Rupees,** The Supplier shall provide a Performance Security as follows: i) If the contract price of bidder selected for acceptance is within 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be **5 (five)** percent of the bid price. ii) If the contract price is below 15 percent of the cost estimate, the performance security amount shall be determined using the following formula: **Performance Security = [(0.85 x Cost Estimate - Contract Price) x 0.5 + Contract Price x 0.05]** The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser. **and shall be valid for the period of one year from the date of delivery of goods**
GCC 17.3	The types of acceptable Performance Securities are: **A Bank guarantee issued by "A" class commercial Bank located in Nepal or reputable Bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by "A" class commercial Bank in Nepal.**
GCC 17.4	Discharge of the Performance Security shall take place: **After completion of the Supplier's warranty obligations in accordance with GCC Clause 27.3.**

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

GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a. Contract number : b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral.
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the EXW price of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks, riots and/or Strikes.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with: **The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site. Transport to such place of destination including insurance and storage, as specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.**
GCC 25.2	All offered goods thereof must be in compliance with the requirements of Technical Specifications, which will be reviewed by Technical Experts. Supplies not meeting the required Technical Specifications will be rejeted, which has to be replaced with a new quality product aceptable to the purchaser within 30 days. .
GCC 26.1	The applicable rate of liquidated damages shall be: **0.05 percent of the Contract Price per day.**
GCC 26.1	The maximum amount of liquidated damages shall be: **Ten (10) percent of the Contract Price.**
GCC 27.3	The period of validity of the Warranty shall be: **12 month after delivery and acceptance of goods at the final destination.** **For the purposes of the Warranty, the place of final destination shall be: Department of Health Services, Logistics Management Division, Teku.**
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: **15 days** of being notified by the Purchaser of the occurrence of such defects

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

Section VIII. Contract Forms

Table of Forms

Letter of Intent

. . . . . ***date***. . . . . .

To: . . . . . ***name and address of the Contractor*** . . . . . .

Subject: . . . . . ***Issuance of letter of intent to award the contract*** . . . . . .

This is to notify you that, it is our intention to award the contract ……. ***dated***…….. for execution of the . . . . . ***.name of the contract and identification number, as given in the Contract Data/SCC*** to you as your bid price . . . . . ***.amount in figures and words in Nepalese Rupees*** ……..as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:

Letter of Acceptance

. . . . . ***date***. . . . . .

To:. . . . . ***name and address of the Contractor*** . . . . . .

Subject: . . . . . ***Notification of Award***

This is to notify that your Bid dated . . . . ***date***. . . . for execution of the . . . . . ***.name of the contract and identification number, as given in the Contract Data/SCC*** . . . . . for the Contract price of Nepalese Rupees ***[insertamount in figures and words in Nepalese Rupees]***, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory:

Agreement Form

THIS AGREEMENT made on the [**insert number**] day of [**insert month**], [**insert year**], between [**insert complete name of Purchaser**] of [**insert complete address of Purchaser**] (hereinafter "the Purchaser"), of the one part, and [**insert complete name of Supplier**] of [**insert complete address of Supplier**] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [**insert brief description of the Goods and Related Services**] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs ……..[**insert amount of contract price in words and figures including taxes**] (hereinafter "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) the Purchaser's Notification to the Supplier of Award of Contract;
   (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
   (c) the Special Conditions of Contract;
   (d) the General Conditions of Contract;
   (e) the Schedule of Requirements; and
   (f) Technical Specification of Contract

   This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 the laws of **"Nepal"** on the day, month, and year indicated above.

Signed by [**insert authorized signature for the Purchaser**] (for the Purchaser)

Signed by [**insert authorized signature for the Supplier**] (for the Supplier)

Performance Security

[**insert complete name and number of Contract**]

To: [**insert complete name of Purchaser**]

WHEREAS [**insert complete name of Supplier**] (hereinafter "the Supplier") has received the notification of award for the execution of **[insert identification number and name of contract]**(hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [**insert type of security**] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [**insert complete name of Guarantor**], legally domiciled in [**insert complete address of Guarantor**], (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [**insert currency and amount of guarantee in words and figures**] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [**insert currency and amount of guarantee in words and figures**] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the [**insert day, month, year**].

Name: [**insert complete name of person signing the Security**]

In the capacity of: [**insert legal capacity of person signing the Security**]

Signed: [**insert signature of person whose name and capacity are shown above**]

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: [**insert date of signing**]

Advance Payment Security - Not Applicable

[**insert complete name and number of Contract**]

To: [**insert complete name of Purchaser**]

In accordance with the payment provision included in the Contract, in relation to advance payments, [**insert complete name of Supplier**] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [**indicate type of security**], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [**insert currency and amount of guarantee in words and figures**].

We, the undersigned [**insert complete name of Guarantor**], legally domiciled in [**insert full address of Guarantor**] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [**insert currency and amount of guarantee in words and figures**].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [(**insert day, month**, **year) Contract completion date may be a basis for this date**].

Name: [**insert complete name of person signing the Security**]

In the capacity of: [**insert legal capacity of person signing the Security**]

Signed: [**insert signature of person whose name and capacity are shown above**]

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: [**insert date of signing**]