Sealed Quotation Document for Printing of Immunization Certificate For Child Health Division

IFB No.: NHSP-II/DOHS/G/SQ-03



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

2073-02-28



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Section I. Invitation for Sealed Quotation

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

Invitation for Sealed Quotation For Printing of Immunization Certificate

Sealed Ouotation No: NSHP-II/DOHS/G/SO-03/072/73

Date of first Publication: 2073-02-28

- 1. The Department of Health Services, Logistics Management Division invites sealed quotations from registered Suppliers for the supply and delivery of Immunization Certificate (650,000 copies).
- Interested eligible Suppliers may obtain further information, inspect and 2. purchased the Sealed quotation Forms at the office of Logistics Management Division, Department of Health Services, Teku, Kathmandu, Telephone No: 01-4261768 from 2073-02-28 to 2073-03-09 during office hours.
- 3. Sealed quotation documents can 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. 300.00 . 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.
- Sealed Quotations must be submitted to the above office on or before 12:00 4. Hour of 2073-03-10. Quotation received after this deadline shall not be accepted.

Sealed Quotation shall be opened in the presence of Suppliers' representatives who choose to attend at 13:00 Hour of 2073-03-10. at the office of Logistics Management Division, Teku. All bids must be accompanied by bid security not less than the amount NPR. 25,000.00, which shall be valid for minimum 30 days beyond the bid validity period (i.e. valid upto 2073/05/22. The form of Bid Security is provided is Section VI Sample Forms.

- 5. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.
- 6. The successful bidder must supply the goods within the stipulated period as mentioned on the Schedule of Requirements. A Bidder offering longer delivery period than the mentioned period will result rejection of the bid.



7.

Quotation

Section II. Instructions to Bidder

- Scope of Works The Purchaser stated in the Invitation for Quotation invites bids for the 1. supply and delivery of Immunization Certificate for Department of Health Services, Child Health Division of Nepal.
- This Invitation for Bids is open to all registered Suppliers with 2. **Eligible Bidder** qualifications as described below:

For Nepali Bidders:

- 1. Up to date Firm/Company Registration Certificate
- 2. Tax clearance certificate for FY 2071/072
- 3. VAT, PAN registration certificate
- 4. A written declaration made by the bidder stating that the bidder is not ineligible to participate in the bid; has not conflict of interest in the proposed bid procurement proceedings
- 3. One Bid per Each Bidder shall submit only one quotation. A Bidder who submits Bidder more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- 4 **Content of** The Quotation Form comprise the documents listed below: **Quotation Form**
 - 1. Invitation for Sealed Quotations
 - 2. Instructions to Bidders
 - General Conditions of Contract (GCC) 3.
 - 4. Form of Agreement
 - 5. Sample Forms
 - 6. Schedule of Requirements
 - 7. **Technical Specifications**
- A prospective Supplier/Bidder may obtain clarification on the Quotation Clarification 5. Form from the Purchaser stated in Invitation for Quotation.
- All documents relating to the Quotation shall be in English. 6. Language of **Ouotation**
 - The Quotation by the Bidder shall comprise the following: **Documents** Comprising
 - **Quotation and Price Schedules** a.
 - b. Schedule of Requirements
 - c. **Technical Specifications**
 - d. Bid Security as per required
 - Upto date Firm/Company Registration Certificate e.
 - f. Tax clearance certificate for FY 2071/072
 - g. VAT, PAN registration certificate
 - h. A written declaration made by the bidder stating that the bidder is not



ineligible to participate in the bid; has not conflict of interest in the proposed bid procurement proceedings

8. Quotation The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the Prices contract.

> All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

> Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.

- 9. Quotation The Quotation shall remain valid for 45 days after date of opening of Validity sealed quotation.
- As per the of notice and must be valid for the 75 days after date of opening 10. Bid (Quotation) of sealed quotation. The Form of Bid Security is provided in Section VI Security Sample Forms.
- The Quotation shall be typed or written in indelible ink and shall be signed 11. Format and by an authorized person. Any entries or amendments including Signing of **Ouotations** alternations, additions or corrections made shall be initialled by the same authorized person.
- 12. Sealing and The Bidder shall submit his Quotation in sealed envelopes. The envelope Marking of shall be addressed to the Purchaser specified in the Invitation for Quotation Quotations and shall bear the name and identification number of the quotation.
- 13. Deadline for Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation. Submission of Quotations
- Any Quotation received by the Purchaser after the deadline shall not be 14. Late Quotation accepted and shall be returned unopened to the Bidder upon request.
- 15. Modification Quotations once submitted shall not be withdrawn or modified. And Withdrawal

16. Bid Opening The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.

> The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.

17. Process to be Information relating to the examination, evaluation and comparison of Confidential Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation



evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.

18.	Examination of Quotations	Prior to the detailed evaluation of Quotations, the Purchaser shall determin whether each Quotation		
		(a) meets the eligibility criteria defined in Clause 2 and 7.;(b) has been properly signed;		
19.	Evaluation and Comparison of Quotations	 19.1 In evaluating the Quotations, the Purchaser shall determine for eac Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for an arithmetic errors. Errors shall be corrected by the Purchaser a follows: a. where there is a discrepancy between the amounts in figure and in words, the amount in words shall govern; and b. where there is a discrepancy between the unit rate and th line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern 		
		19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected.		
20.	Award of Contract	The Purchaser shall decide the award of the contract, as soon as possible after the opening of the quotation, who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.and 7.		
21.	Purchaser's Right to Accept or Reject	The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.		
22.	Notification of Award and Signing of Agreement	22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.		
		22.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Security, upon which the Contract shall then be awarded to the next successive successful Bidder.		
23.	Performance Security	23.1 The successful Bidder shall deliver to the Purchaser a Performance Security in Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Quotation amount.		
24.	Domestic Preference	24.1 Domestic preference will be applied as per the PPA 2063 and PPR 2064.		



Section III.Conditions of Contract

1.	Definitions	1.1	In this contract, the following terms shall be interpreted as indicated:		
			a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;		
			b. "The Contract Price" means the price payable to the Suppli under the contract for the full and proper performance of contractual obligation;		
			c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;		
			d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.		
			e. "The Purchaser" means the procuring entity purchasing the goods;		
			f. "The Supplier" means the organization supplying the goods and services under this contract.		
2.	Technical Specification	2.1	The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.		
3.	Patent Right	3.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.		
4.	Performance Security	4.1	Within seven days (7) of receipt of award of contract from the Purchaser the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.		
		4.2			
		4.3	The performance security will be as follows:		
			a. The amount of performance security as a percentage of the contract price shall be Ten (10) percent of the Sealed Quotation Price in the currency of the Sealed Quotation price.		
		4.4	The validity of Performance Security shall be at least Fifteen (15) Months from the date of contract signing. The Supplier shall		



9.

promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

- 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.
- 5. Inspection and Tests
 5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of goods. Purchaser assures the quality of the supplied goods by the quality test report of recognized laboratory.,
- 6. Packing6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.
 - 6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
 - 6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
- 7. Delivery of Goods 7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
 - 7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.
- 8. Insurance 8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
 - 8.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.
 - Warranty9.1The Supplier warrants that all the goods supplied under the contract
shall fully comply with the specification laid down in the contract.
 - 9.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser.
 - 9.3 The Purchaser shall promptly notify the Supplier in writing of any



claims arising under this warranty.

		9.4	Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser within 30 days. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.		
10.	Payment	10.1	Payment of the goods supplied will be made in Nepali Rupees after the supply delivery and acceptance of goods to the satisfaction of the Purchaser.		
11.	Prices	11.1	Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.		
12.	Changed Order	12.1	Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.		
13.	Liquidated Damages	13.1	If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.		
14.	Resolution of Disputes	14.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.		
		14.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.		
			14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivary of the Goods under the Contract.		
			14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).		
		14.3	Notwithstanding any reference to arbitration herein,		



			a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; andb. the Purchaser shall pay the Supplier any monies due the Supplier.			
15.	Governing Language	15.1	The Governing Language shall be: Nepali or English			
16.	Applicable Law	16.1	The applicable law shall be Laws of Nepal.			
17.	Notices	17.1	Purchaser's address for notice purposes: Logistics Management Division Department of Health Services Teku , Kathmandu, Telephone No: 01-4261768.			
		17.2	Supplier's address for notice purposes:			
18.	Taxes and Duties	18.1	The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.			
19.	Operation, Maintenance and Spare-parts Manuals	19.1	The successful Supplier shall supply copy of Internal Quality Analysis Report of the supplied goods			
20.	Conduct of Suppliers		The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.			
		20.2 T	 The Supplier shall not carry out or cause to carryout 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 or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract 			
21.Blacklisting Supplier 21.			Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the			



supplier:

- a. if it is proved that the supplier committed acts pursuant to the Sub clause 20.2,
- b. if the supplier fails to sign an agreement pursuant to ITB Clause 22,
- c. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.



Section IV. Schedule of Requirements

The required quantity 650,000 Immunization Certificate should be supplied within 10 days of singing the contract.

All the quantity should be supplied at Central Store, Teku.

Section V. Technical Specifications

The general brief technical specifications are:

S.N.	Parameter	Technical Specification
1.	Card Size	10.5 cm*15.5 cm
2.	Paper quality	250 gm Art Board
3.	Printing Colour	Single
4.	Printing Side	Both Side
5.	Lamination	Gloss Lamination
6.	Lamination Side	Single Side Lamination
7.	Bundle	100 piece/Bundle



Section VI. Sample Forms

1. Quotation and Price Schedules

Date:

To: [name and address of the Purchaser]

Gentlemen and/or Ladies:

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

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of 45 days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20___.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

Signature of Bidder _____



2. Price Schedule

 Name of Supplier _____.
 Page _____ of ____

1	2	3	4	5	6	7	8
Item	Description	Quantity	Country of Origin and Name of the Manufacturer	Unit price per item	Total price per item (cols. 3x5)	VAT	Total with VAT
1	Immunization Certificate	650,000					

Total Price to final destination(in words)

Signature of Bidder _____

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



3.Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Purchaser]

Date:

BID GUARANTEE No.:

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [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 *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[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 Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

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; or (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) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]



4. Form of Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser	On behalf of the Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:



5. Performance Security

Date :

To: [name and address of the Purchaser]

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated ______ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the 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 and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

