



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

Sealed Quotation Document

Contract ID No. DOHS/G/SQ-12

Procurement of Drugs for IMNCI Program

2074 Jestha11, (25 May 2017)

Document issued to:

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Section I. Invitation for Sealed Quotation

INVITATION FOR

No. : DOHS/G/SQ-12

Procurement of Drugs for IMNCI Program

First Date of Publication: 2074/02/11(25 May, 2017)

1. The MoH, Department of Health Services (DoHS), Logistics Management Division (LMD) invites sealed quotations from registered suppliers for the **Procurement of Drugs for IMNCI Program**.
2. Interested eligible bidders may obtain further information and inspect the sealed quotation documents at the office of **Logistics Management Division, Teku, Kathmandu, Nepal, Tel: 01-4261136, 4261768** during office hours or, at their own convenience, may visit 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.
3. A complete set of Sealed Quotation Documents may be downloaded from the PPMO website or LMD website or be purchased by interested bidders from the above office during office hours on all working days **2074/02/11 (May 25, 2017)** onwards on submission of a written application and upon payment of a non-refundable fee of **Rs.1,000.00**. The method of payment will be in the form of cash deposit certificate in **Revenue Title no 14227, Office code no. 27-370-11, Account No.1-1-001 of Rastriya Banijya Bank, Teku Branch**. The bidding documents shall be available for sale up to **office hours of 2074/02/25 (8 June, 2017)**.
4. 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.
5. Sealed Bids must be submitted to the above office on or before **12:00 hours on 2074/02/26 (9 June, 2017)**. Alternatively, bidders may submit their bid electronically through e-procurement section of 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.
6. Sealed Quotation must be valid for a period of **45 days** after opening of sealed quotations and must be accompanied by Cash Security or Bank Guarantee, amounting to a **minimum of NPR 100,000.00**, which shall be **valid for 75 days** after opening of the Sealed Quotations, (**i.e, valid upto 2074/05/07 or 23 August, 2017**). The Bid Security shall be in the name of the Bidder and issued by any 'A' Class Commercial Bank of Nepal.
7. If bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in **Dharauti Khata of Ko. Le. Ni. Ka. 1700203** at Rastriya Banijya Bank, Teku, Kathmandu and submit the receipt of the deposited amount of cash along with the Bid.
8. Sealed Quotation shall be opened in the presence of Bidders' representatives who choose to attend at **13:00 hours on 2074/02/26(9 June, 2017)**. at the office of the Logistics Management Division Teku, Kathmandu.

9. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered as the last day. The bid validity and validity of bid security will be remained unchanged unless amended by another notice.
10. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.
11. The address referred to above is:

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

Section II. Instructions to Bidders

- 1. Scope of Works**

The Purchaser stated in the Invitation for Quotation invites bids for the Supply and Delivery of the goods and related services detailed in attached specifications and the bill of quantities provided herein.
- 2. Eligible Bidder**

This Invitation for Bids is open to all registered Suppliers with qualifications as described below:

 - a) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate for the F/Y 2072-073
 - d) Power of Attorney to sign the bid
 - e) Business License for sale and supply of drug/medicinal goods
- 3. One Bid per Bidder**

Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- 4. Content of Quotation Form**

The Quotation Form comprise the documents listed below:

 1. Invitation for Sealed Quotations
 2. Instructions to Bidders
 3. Conditions of Contract (COC)
 4. Schedule of Requirements
 5. Technical Specifications
 6. Sample Forms
- 5. Clarification**

A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.
- 6. Language of Quotation**

All documents relating to the Quotation shall be in English or in Nepali.
- 7. Documents Comprising Quotation**

The Quotation by the Bidder shall comprise the following:

 - a. Quotation and Price Schedules
 - b. Bid Security
 - c. Schedule of Requirements
 - d. Technical Specifications
 - e. Power of Attorney and signature specimen of the authorized person to sign the bid in a separate sheet.
 - f. Firm/Company Registration Certificate, VAT and PAN Registration Certificates and Tax Clearance Certificate

- g. 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 bid procurement proceedings and has not been punished for the profession or business related offence.
- h. Product Registration Certificate or Import License issued by the DDA/N and Marketing License of all the items listed on the Price Schedule.

Non submission of any of the above document shall result rejection of the bid.

All pages of the original Sealed Quotation Document issued by Logistics Management Division shall be initialled and stamped and returned along with the Quotation as appropriate.

8. Quotation Prices

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 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 Validity

The Quotation shall remain valid for the period of 45 days after opening of the quotation.

10. Quotation Security

The Bidder shall furnish a Security in Nepali Rupees in the amount not less than **NPR. 100,000.00** The Bid Security shall remain valid for a period of 75 days after opening of the quotation (**i.e. up to 2074/0/... or, 2017**).

The Security shall be in the form of cash voucher deposited in the Bank Account of the Purchaser specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Purchaser.

11. Format and Signing of Quotations

The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.

12. Sealing and Marking of Quotations

The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation, indicating the name and address of the Bidder to enable the Bid to be returned unopened if it is declared late in submission or is otherwise unacceptable.

If the envelope is not sealed as instructed above, Purchaser will

assume no responsibility for the misplacement or premature opening of the Bid submitted. The Bid thus received will be rejected.

13. Deadline for Submission of Quotations

Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation.

14. Late Quotation

Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.

15. Modification and Withdrawal

Quotations once submitted shall not be withdrawn or modified.

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 Confidential

Information relating to the examination, evaluation and comparison of 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 determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

19. Evaluation and Comparison of Quotations

19.1 In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b. where there is a discrepancy between the unit rate and the 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 and the Security pursuant to Clause 10 may be forfeited.

20. Award of

The Purchaser shall decide the award of the contract, within 15 days of

- Contract** the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.
- 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.
- 22.2 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** The successful Bidder shall deliver to the Purchaser a Performance Security in the form of Bank Guarantee acceptable to the Employer as follows:
- i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
- ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:
Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$.

Special Instructions and Procedure for Electronic Submission of the Bids

1. Electronic Bid Submission is permitted in this bidding procedure.
2. If bidders submit their bids electronically, the electronic bid 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 Invitation for Sealed Quotations 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 Employer's account as specified in the notice. In addition, electronic scanned copy (PDF format) of the Bank deposit voucher 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), 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	Quotation Form as of Section VI	Quotation Form -1	Mandatory	
2	Bid Security (Bank Guarantee) as of Section IX	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.	Price Schedule as of Section VI	Price Schedule-8	Mandatory	
8.	Declaration Form	Declaration-9	Mandatory	
9.	Bank deposit Voucher/tele transfer receipt for bid document purchasing	Bank Voucher-10	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.

B) Requirements and Conditions for e-submission of bid:

- i) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and or incomplete bid files shall be considered incomplete and rejected for further bid evaluation.
- ii) In addition to electronically submitted PDF files, the Bidder shall be required to submit original Bid Security letter and all the hard copy documents within 7 (seven) days of bid opening. Non submission of original Bid Security letter and hard copy documents by the Bidder within 7 (seven) days may cause forfeiture of Bid Security.
- iii) In case of major discrepancy found between electronically submitted PDF bid files and hard copies documents provided by the Bidder, the bid shall not be considered for further evaluation.
- iv) 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.
- v) 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.
- vi) 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.

3. Deadline for Submission of Bids and Late Bids:

- 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 deadline for submission of bid.
- ii) The standard time for e-submission is Nepalese Standard Time as set out in the server of PPMO.
- iii) The e-procurement system will, automatically, not allow the e-submission of bid after the deadline for submission of bid.

4. Modification and Withdrawal of Bids:

- i) Quotations once submitted shall not be withdrawn or modified.

5. Bid Opening:

- 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 Employer to download the e-submitted bid files from the bidders only after the time for opening the bids.
 - iii) The e-submitted bids must be readable through Adobe Acrobat Reader. Unreadable and/or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.
 - iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
6. If Bidder submits his bid electronically in PDF files as stated above, submission of hard copy of "original bid" before the date of bid submission 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.

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 Supplier under the contract for the full and proper performance of its contractual obligation;
 - c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
 - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e. "The Purchaser" means the procuring entity purchasing the goods; i.e.; Logistics Management Division (LMD)
 - 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.
 - 4.2 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.
 - 4.3 The performance security will be as follows:
 - a. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price

- b. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$

- 4.4 The validity of Performance Security shall be one (1) year after the issue of final acceptance certificate to the Supplier. The Supplier shall 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 good to the Purchaser's premises.

6. Packing

- 6.1 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, i.e., within 4 weeks.

- 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.

9. Warranty

- 9.1 The 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 the period mentioned on the technical Specifications after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
- 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. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.

10. Payment

- 10.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.
- 10.2 Payment of the goods supplied from within Nepal shall be made in Nepali Rupees after the delivery 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 its 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 delivery 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; and
- b. 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:
Department of Health Services
Logistics Management Division
Teku, Kathmandu
Tel: 01-4261136, 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

Not Applicable.

20. Conduct of Suppliers

20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

20.2 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

21.1 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

Sealed Quotation No.: DOHS/G/SQ-12

Procurement of Drugs for IMNCI Program

The schedule of required drugs are shown in Section VI, Price Schedule. Bidder must quote for all the items of the schedule. Evaluation will be done on the basis of total lowest amount for all items as a single lot.

Delivery of the goods must be done within **4 (four) weeks** from the date of contract signing at the LMD Central Store, Teku, Kathmandu.

Section V. Technical Specifications

GENERAL TECHNICAL SPECIFICATIONS FOR ALL DRUGS

1. Product and Package Specifications

- 1) The required packing standards and labelling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in “Good Practices in the Manufacture and Quality Control of Drugs.”)
- 2) Product specifications indicate dosage form (e.g., tablet, capsules, dry syrup, liquid, ointment, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia recognized by DDA/GON Nepal.
- 3) Not only the pharmaceutical item, but also the packaging and labelling components (e.g., bottles, closures, and labelling) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in Nepal. All packaging must be sealed and tamper-proof.
- 4) All labelling and packaging inserts shall be in English if not otherwise stated.
- 5) Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
- 6) The successful Supplier shall, on demand, must provide a translated version in the English language of the information for the goods to be supplied.
- 7) All drugs must be complied with any pharmacopeia recognized by DDA/N

2. Labelling Instructions

The label of the primary container for each pharmaceutical and vaccine products shall meet the WHO-GMP standard and include:

- The international non-proprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
- dosage form, e.g., tablet, ampoule, syrup, etc.;
- the active ingredient “per unit, dose, tablet or capsule, etc.”;
- the applicable pharmacopeia standard;
- content per pack;
- instructions for use;
- special storage requirements;
- batch number;
- date of manufacture and date of expiry (in clear language, not code);
- name and address of manufacture;
- any additional cautionary statement.

3. Case Identification

3.1 All cases should prominently indicate the following:

- (i) the generic name of the product;
- (ii) the dosage form (tablet, ampoule, syrup);
- (iii) date of manufacture and expiry (in clear language not code);
- (iv) batch number;
- (v) quantity per case;
- (vi) special instructions for storage;
- (vii) name and address of manufacture;
- (viii) any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. Standards of Quality Control for Supply

The remaining shelf life at the time of delivery should be not less than 18 months for a product with 2 years total shelf life, and $5/6^{\text{th}}$ of the remaining shelf life for products with more than 2 years shelf life.

The following are the minimum specifications of the primary packaging materials for the drugs and medical consumables.

Paper Strips	Paper strips are not acceptable
Aluminium Strip	Aluminium foil with Polythene film in the inner side with a combined minimum thickness of 0.08 mm and each forming either side of the strip.
Blister	Aluminium foil or Laminated paper at the back with PVC for holding the tablets or capsules. Wherever required light resistant (LR) PVC will be used.
Glass Vials, Ampoules and Bottles	Type "1 " glass vials and ampoules as per USP. Glass bottles shall be amber coloured light resistant (LR) type.
Plastic Bottles and Vials	All plastic bottles and vials shall be Non-toxic and food grade plastic. For IV Fluids the containers shall be either Blow Filled Sealed (BFS) or Form Filled Sealed (FFS) plastic bottles.
PVC Bottles, Ampoules and Vials	All PVC bottles, ampoules and vials shall be Non-toxic and food grade PVC.

All the drugs must be registered at DDA/Nepal and produced by WHO-GMP certified Manufacturer.

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 Delivery of Drugs for IMNCI Program** 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 ITB clause 23 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 _____

[Official Seal]

Price Schedule

Sealed Quotation No.: DOHS/G/SQ-12

Procurement of Drugs for IMNCI Program

Name of Bidder _____

S.N.	Name of Drugs	Forms	Strength/Unit	Quantity	Country of Origin	Unit Price Delivery at LMD, Teku (in NPR)		Total Amount (NPR)
						In Figure	In Words	
1	2	3	4	5	6	7		8 = 5 x 7
1	Amoxycilin	Tab	125DT	300000				
2	Paracetamol	Tab	500mg	1000000				
3	Gentamycin	Inj	40mg/2ml/Ampoule	100000				
4	Paracetamol	suspension	125mg/ 5ml / bottle	302000				
5	Ciprofloxacin	Tablet	250 mg	50000				

Total	
VAT	
Grand Total	

Total Price to final destination(in figures)

..... in words)

Signature of Bidder _____

Name :

Designation :

Official Seal :

Date:

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

In case of discrepancy between amount in figure and words, the amount in words shall prevail.

2. Bid Security

Date :

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

Whereas, ***[name of Bidder]*** (hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated ***[date of submission of SQ]*** for the supply of ***[name and/or description of the goods]*** (hereinafter called "the Sealed Quotation").

KNOW ALL PEOPLE by these presents that WE ***[name of Bank]*** of Nepal having our registered office at ***[address of bank]*** (hereinafter called "the Bank") are bound unto ***[name of the procuring entity]*** (hereinafter called "the Purchaser") in the sum of ***[specify amount in figure and words]*** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser's having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to seventy-five (75) days after the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

[common seal of the bank]

3. Form of Agreement

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

WHEREAS the Purchaser invited 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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

4. 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]

5. Self-Declaration of Due Performance and Non-involvement in Bankruptcy

Date :

To: Logistics Management Division
Department of Health Services
Teku, Kathmandu

Gentlemen,

It is hereby certify that(*Name of Bidder*) has never either himself or any of his direct associates or any of his administrations has been involved in any case of bankruptcy or suspension of payments. We declare that, till date, no dispute has raised in any contract executed or under execution. No civil or criminal case against us has been raised or currently being raised or being dealt with in court. We do not have any conflict of interest on the bidding procedure **DOHS/G/SQ-12** for **Procurement of Drugs for IMNCI Program**.

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Signed and sealed this day of20.....

Bidder's Name in Print and Signature

