



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-9

Procurement of SNCU and NICU Equipment (4 Types-Package-B)

2073 Chaitra 31 (April 2017)

Document issued to:

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Section I. Invitation for Sealed Quotation

INVITATION FOR

No. : DOHS/G/SQ-9.

Procurement of SNCU/NICU Equipment (4 Types-Package-B)

First Date of Publication: 2073/12/31

The MoH, Department of Health Services (DoHS), Logistics Management Division (LMD) invites sealed quotations from registered suppliers for the **Procurement of SNCU/NICU equipment for different hospital of Nepal.**

1. 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.
2. 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 2073/12/31 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 2074/01/14**.
3. 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.
4. Sealed Bids must be submitted to the above office on or before **12:00 hours on 2074/01/15**. 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.
5. 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 115,000.00**, which shall be **valid for 75 days** after opening of the Sealed Quotations, (**i.e, valid upto 2074/03/28**). The Bid Security shall be in the name of the Bidder and issued by any 'A' Class Commercial Bank of Nepal.
6. 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.
7. Sealed Quotation shall be opened in the presence of Bidders' representatives who choose to attend at **13:00 hours on 2074/01/15** at the office of the Logistics Management Division Teku, Kathmandu.
8. 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.
9. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

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. Manufacture authorization certificate
Document mentioned in the technical specification.

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. 115,000**. The Bid Security shall remain valid for a period of 75 days after opening of the quotation (**i.e. up to 2074/03/28**).

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 Contract** The Purchaser shall decide the award of the contract, within 15 days of 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 Clauses 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.

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| 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 | <p>17.1 Purchaser's address for notice purposes:
Department of Health Services
Logistics Management Division
Teku, Kathmandu
Tel: 01-4261136, 4261768</p> <p>17.2 Supplier's address for notice purposes:</p> |
| 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 | <p>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.</p> <p>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 :</p> <ul style="list-style-type: none">a. give or propose improper inducement directly or indirectly,b. distortion or misrepresentation of factsc. engaging or being involved in corrupt or fraudulent practiced. 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 | <p>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:</p> <ul style="list-style-type: none">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-9

Procurement of SNCU/NICU Equipment (4 Types-Package B)

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. The final place of destination are:

NICU Site	SNCU Site
Mechi Zonal Hospital, Janakpur Zonal Hospital, Dadeldhura SUB-Regional Hospital, Lumbini Zonal Hospital, Rapti Sub-Regional Hospital, Bharatpur Hospital, Surkhet Sub-regional Hospital	District Hospital(Sankhuwasabha,Dhadhing,Pyuthan,Sarlahi, Bara, Sirha, Rautahat,Myagdi), Gokuleshwor Hospital Darchula, Lahami Hospital Dang, Sagarmatha Zonal Hospital Saptari, Sivraj Hospital Kapilbastu, Sukraraj Tropical Hospital Teku

Section V. 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 13 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.

The general brief technical specifications are:

Item No. 1 Trolley, Medicine

S.N.	Purchaser's Specifications	Bidders Remarks*
	Trolley, Medicine	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	Description of Function	
1.1	A medicine/drug trolley for storage and delivery of medicines and drugs to patients in wards of healthcare facilities.	
2	Operational Requirements	
2.1	Stainless steel medicine trolley with swivel castors.	
3	System Configuration	
3.1	Medicine Trolley, complete unit.	
4	Technical Specifications	
4.1	It shall be constructed fully with 304 grade stainless steel sheet and tube or better.	
4.2	Overall size: approximately 900 H x 460 W x 760 L mm.	
4.3	Flat top of SS and at least 6 inch deep removable bucket at bottom.	
4.4	Multiple drawers (minimum 6) made of high quality materials with telescopic channels, below the platform.	
4.5	Minimum 6 small boxes to keep drugs at eye level.	
4.6	Equipped with waste bin, needle disposable container, file cassette, atraumatic corner buffers and guard rails.	
4.7	Shall have provision for hanging one IV fluid	

S.N.	Purchaser's Specifications	Bidders Remarks*
	bottle.	
4.8	Equipped with lock key system.	
4.9	Shall be mobile on 4 x 100mm diameter (approx.) robust 360 deg. anti-rust, anti-static, noiseless,swivel castors with non-marking grey tyres and with at least 2 diagonal castors shall have brakes.	
5	Accessories, spares and consumables	
5.1	Accessories: SS bowl: 01 no.	
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 AND	
7.2	CE 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	Installationand Commissioning	
11.1	Must supply preassembled unit, ready to use.	
12	Documentation	
12.1	User's manual shall be supplied in English.	

Item No. 2 : IV Stand Four Hooks

S.N.	Purchaser's Specifications	Bidders Remarks
	IV Stand, Four Hooks	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	Description of Function	
1.1	This IV/saline stand is used for hanging various intravenous items such as blood bag, glucose bottle etc.	
2	Operational Requirements	
2.1	Mobile IV stand on 5 castors with adjustable height.	
3	System Configuration	
3.1	Adjustable IV/saline stand with four hooks and five swivels castors.	
4	Technical Specifications	
4.1	Materials: Base, supports column and hook: 304 grade fully stainless steel. Wheel insert: aluminium Wheel: rubber wheels for smooth drive	
4.2	Base: Heavy base on 5 antistatic swivel castors of approx. diameter Ø50mm.	
4.3	Branches: Square tube 25x25mm, 600mm width.	
4.4	Support column: solid mechanism to which the upper pole is fixed; the pole has an adjustable height up to 2000mm.	
4.5	Standard sleeve: Diameter 30mm, height 1000mm with stainless steel locking sleeve.	
4.6	Serum rods: Diameter 16mm, height 1000mm.	
4.7	Hook: Stainless steel 4 hooks welded together on the top of the serum rod.	
4.8	Load capacity: 12kg (3kg per hook)	

S.N.	Purchaser's Specifications	Bidders Remarks
5	Accessories, spares and consumables	
4.1	Not applicable.	
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 AND	
7.2	CE 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 preassembled unit, ready to use.	
12	Documentation	
12.1	User /instructions manual in English.	

Item No. 3: Oxygen Hood

S.N	Purchaser's Specifications	Bidders Remarks
	Oxygen Hood	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	Description of Function	
1.1	Oxygen hood for the administration of oxygen to infants.	
2	Operational Requirements	
2.1	Clear, transparent, oxygen hood.	
3	System Configuration	
3.1	Oxygen Hood, complete unit.	
4	Technical Specifications	
4.1	Shall be made of clear, transparent heat resistance, medical grade material.	
4.2	Square shaped base must be moulded without sharp edges.	
4.3	Must have circular side door, swivel operated.	
4.4	There must be adjustable front shutter.	
4.5	Oxygen inlet pipe in the rear.	
4.6	Approximate measurement. Height 20cm, Width 25cm. Length 25cm.	
4.7	Shall come with: Silicon flaps. Feeding tube holder. Gas deflectors.	
5	Accessories, spares and consumables	
5.1	All standard accessories, consumables and	

S.N	Purchaser's Specifications	Bidders Remarks
	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 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 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	Users/Instructions manual shall be supplied in English.	

Item No. 4 : Oxygen Cylinder, 46L

S.N.	Purchaser's Specifications	Bidders Remarks*
	Oxygen Cylinder, 46L	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	Description of Function	
1.1	Oxygen cylinder for medical use.	
2	Operational Requirements	
2.1	Steel Oxygen cylinder of 46L capacity is required.	
3	System Configuration	
3.1	Oxygen Cylinder, 46L	
4	Technical Specifications	
4.1	Cylinder filled with medical grade Oxygen.	
4.2	Seamless steel Oxygen cylinder with "Bull nose"-valve	
4.3	Water Capacity: 46L	
4.4	Working pressure: 15MPa(150bar)	
4.5	Testing Pressure: 250bar	
4.6	Cylinder shall be easily refilled anywhere and there is no need for any custom made refilling hose / station / connector.	
4.7	All fitting of cylinder must be leak proof and shall not have any chances of leakages.	
4.8	Shall be supplied complete with cylinder key/spanner/bar or hand-wheel to turn cylinder on/off.	
5	Accessories, spares and consumables	

S.N.	Purchaser's Specifications	Bidders Remarks*
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 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	This unit shall be certified to meet ISO9001 and ISO 9809-1:2010 for seamless steel gas cylinders.	
7.2	Explosive Safety Test Certificates from IOL (Indian Oxygen Ltd.)/ Department of Explosion Government of India/ BOC (British Oxygen Company) or other national/international reputed institutions.	
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	Supplier must accomplish proper commissioning of the equipment on site.	

S.N.	Purchaser's Specifications	Bidders Remarks*
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.	

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 SNCU/NICU Equipment (4 Types- Package B).** 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-9

Procurement of SNCU/NICU Equipment (4 Types-Package-B)

Name of Bidder _____

S.N.	Name of Item	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 =3 x5
1	Medicine trolley	27				
2	I V stand	148				
3	Oxygen hoodbox	135				
4	Oxygen cylinder	108				
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-9 for Procurement of SNCU/NICU Equipment (4 Types-Package-B).**

.

Signed and sealed this day of20.....

Bidder's Name in Print and Signature