

SEALED QUOTATION DOCUMENT

Procurement of Goods Sealed Quotation

Procurement and delivery of Medicine and Medical Instrument/equipment

**Issued by:
Aathrai Rural Municipality, Sakrantibazar, Tehrathum
Sakrantibazar Terhathum**

Sealed Quotation Number

ARM/SQ/GOODS/01/082/83

Issued On

12-09-2025

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Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
ELI	Eligibility
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFQ	Invitation for Quotations
ITB	Instructions to Bidders
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO.....	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT.....	Value Added Tax
WRQ	Works Requirement

Section - I
Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: Aathrai Rural Municipality, Sakrantibazar, Tehrathum

Address of the Office: Sakrantibazar Terhathum

Invitation for Sealed Quotation for the procurement of Procurement and delivery of Medicine and Medical Instrument/equipment

Sealed Quotation No: ARM/SQ/GOODS/01/082/83

Date of Publication : 12-09-2025

1. The Aathrai Rural Municipality, Sakrantibazar, Tehrathum invites sealed quotations from registered Suppliers for the Procurement and delivery of Medicine and Medical Instrument/equipment.
2. Eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Sakrantibazar Terhathum, 9852053211, , aathraigaupalika1@gmail.com.
OR
[may visit PPMO website www.bolpatra.gov.np.]
3. If hard copy is allowed then a complete set of Bidding Documents may be purchased from the office Aathrai Rural Municipality, Sakrantibazar, Tehrathum Sakrantibazar Terhathum and the office Aathrai Rural Municipality, Sakrantibazar, Tehrathum Sakrantibazar Terhathum by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.1000.0 till 28-09-2025 12:00 during office hours.
4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account
 - i. Name of the Bank : Nabil Bank Ltd.
 - ii. Name of Office : Aathrai Rural Municipality, Sakrantibazar, Tehrathum
 - iii. Office Code no :
 - iv. Office Account No : 19501017500038
 - v. Rajaswa (revenue) Shirshak No :
5. Sealed bids must be submitted to the office Aathrai Rural Municipality, Sakrantibazar, Tehrathum Sakrantibazar Terhathum by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 28-09-2025 12:00. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at 28-09-2025 13:00 at the office of Aathrai Rural Municipality, Sakrantibazar, Tehrathum Sakrantibazar Terhathum Koshi Pradesh Nepal.
Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 62000, which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. [19501017500028] at [Nabil Bank Ltd., Koshi Pradesh, Aathrai Rural Municipality] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
8. 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

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II Instructions to Bidder

1. Scope of Works

1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder

2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance Certificate
4	Other documents as needed

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

3.1 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. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
5. Site Visit

5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Quotation Form

6.1 The Quotation Form comprise the documents listed below:
 1. Section I: Invitation for Sealed Quotation (SQ)
 2. Section II: Instructions to Bidders
 3. Section III: Bid Data Sheet
 4. Section IV Quotation Forms and Price Schedule
 5. Section V: Schedule of Requirements
 6. Section VI: General Conditions of Contract (GCC)
 7. Section VII: Special Conditions of Contract
 8. Section VIII: Contract Form
7. Clarification

7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation

8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation

9.1 The Quotation by the Bidder shall comprise the following:
 - a. Quotation Form and Price Schedules
 - b. Bid Security
 - c. Schedule of Requirements
10. Quotation Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.
10.2 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.
10.3 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.
11. Quotation Validity

11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

12. Quotation/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid 12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's
13. Format and Signing of Quotations	13.1 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.
14. Sealing and Marking of Quotations	14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 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 BDS 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 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.
20. Examination of Quotations	20.1 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 by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

21. Evaluation and Comparison of Quotations	21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation 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) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) , (b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited. 21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23. Purchaser's Right to Accept or Reject	23.1 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.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.
25. Performance Security	25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent 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 = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$ The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

26. Corrupt or Fraudulent Practices
- 26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27. Conduct of Bidders
- 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- a) give or propose improper inducement directly or indirectly,
 - b) distortion or misrepresentation of facts
 - c) engaging or being involved in corrupt or fraudulent practice
 - d) interference in participation of other prospective bidders.
 - e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
- 27.3 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
28. Blacklisting Bidder
- 28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
- a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,
 - b) if it is proved later that the bidder/Supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
 - c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
 - d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
 - e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,
- 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
29. Publication of contract award notice
- 29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.
- a. Name of the procurement,
 - b. IFB number,
 - c. date and name of newspaper published the IFB notice,
 - d. name of the successful Bidder, and the contract price.
- 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30. Provision of PPA and PPR
- 30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section III Bid Data Sheet

ITB 1	The scope of Supply is : The number of the Invitation for Sealed Quotation (SQ) is :ARM/SQ/GOODS/01/082/83The Purchaser is: Aathrai Rural Municipality,Sakrantibazar, Tehrathum The Name of the Project is :Procurement and delivery of Medicine and Medical Instrument/equipment
ITB 10	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.62000, which shall be valid for 30 days beyond the validity period of the bid.
ITB 10(a)	Cash Deposit Account for Bid Security: Bank Name:Nabil Bank Ltd. Bank Address:Koshi Pradesh, Aathrai Rural Municipality Account holder's Name:GA-3 Dharauti Khata Account Number:19501017500028
ITB 14.1	Bidders shall have the option of submitting their bids electronically. Bidders shall follow the electronic bid submission procedures specified below: i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid. v. The bidder can prepare the their bids using data and documents maintained in bidder’s profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder’s registration. vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids. vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.The required forms and documents shall be part of technical bids: 1. Letter of Quotation (Mandatory) 2.Quotation Security /Bank Guarantee (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory) 5. Tax clearances certificate or evidence of tax return submission for the F/Y (Mandatory) 6. Power of Attorney of Bid signatory (Mandatory) 7. Completed Price Schedule (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Joint venture agreement (Mandatory in case of JV Bid) 10. Additional documents specified in Bidding Document (any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO) Note: The documents specified as “Mandatory” should be included in e-submission. viii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission. ix. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid. x. Once Quotation is submitted, bidders won’t able to modify/withdrawal their bid. xi. The Bidder/Quotation shall meet the following requirements and conditions for e-submission of bids: a) The e-submitted Quotations must be readable through PDF reader.The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.b) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.
ITB 15	The deadline for Sealed Quotation submission is:28-09-2025 12:00 Address:Sakrantibazar Terhathum

ITB 18	The Sealed Quotation opening shall take place at : Address :Aathrai Rural Municipality,Sakrantibazar, Tehrathum Sakrantibazar Terhathum Koshi Pradesh Nepal Date and Time:28-09-2025 13:00 a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening. b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend
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Section - IV

Sample Forms

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

2. Bidder's Information Form

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

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

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit Price ¹ EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Sealed Quotation for and on behalf of _____

Date: _____

¹ The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

4. Bid Security

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

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer.....

Date:.....

Bid Security No.:

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

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

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

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

Note:

The bid security of has been counter guaranteed by the Bankon

..... (Applicable for Bid Security of Foreign Banks).

Schedule of Requirement

1. List of Goods and Related Services

1 Health and social work services			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Paracetamol, 500 mg, 10 tab/strip	Tablet	65000.0
2	Amoxycillin, 250mg, 10 tab/strip	Tablet	3500.0
3	Amoxycillin, 125mg/5ml,60ml/bottle	bottle	1100.0
4	Amoxycilin, 500mg,10 tab/strip	Capsule	30000.0
5	Ranitidine, 150mg,10 tab/strip	Tablet	70000.0
6	Metronidazole, 400mg,10 tab/strip	Tablet	7000.0
7	Syrup Paracetamol, 125mg/5ml,60ml/bottle	bottle	3000.0
8	Syrup Metronidazole, 200mg/5ml,60ml/bottle	bottle	500.0
9	D/T Amoxycilin, 125mg, 10tab/strip	Tablet	2000.0
10	Cetirizine, 10mg, 10tab/strip	Tablet	25000.0
11	B-Complex, 10 tab/strip	Tablet	15000.0
12	Ibuprofen, 400mg,10 tab/strip	Tablet	5000.0
13	Ciprofloxacin eye drop, 0.3%, 5ml	Phile	700.0
14	Ciprofloxacin, 500mg,10 tab/strip	Tablet	10000.0
15	Albendazole, 400mg,10 tab/strip	Tablet	2500.0
16	Tinidazole, 500mg,10 tab/strip	Tablet	100.0
17	Hyoscine butylbromide, 10mg, 10tab/strip	Tablet	3000.0
18	Zinc Sulphate, 20mg,10 tab/strip	Tablet	5000.0
19	Amlodipine, 5mg,10 tab/strip	Tablet	20000.0
20	Frusemide, 40mg, 10tab/strip	Tablet	500.0
21	Fluconazole, 150mg, 1 tab/strip	Capsule	300.0
22	Doxycycline, 100mg, 10tab/strip	Capsule	500.0
23	Silver sulphadiazine, 1%, 15gram	tube	700.0
24	Benzoic and salisalic acid, 15gram,	tube	2000.0
25	Cotrimazole, 1%,cream.15gram	tube	4000.0
26	Neomycin, 0.5% cream,10gram	tube	2000.0
27	Povidine iodine, 500ml solution	bottle	200.0
28	Rectified sprit, 500ml solution	bottle	50.0
29	ORS, 20.5 gram/sachet	Packet	7000.0
30	D/S Syringe, 3ml,5ml	piece	2000.0
31	Ringer Lactate, 500ml solution	bottle	1000.0
32	Normal Saline, 500ml solution	bottle	1000.0

Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
33	Alumunium hydroxide+ magnesium hydroxide, 250/250mg tab, 15tab/strip	Tablet	15000.0
34	Gamma benzan Hexa, 1%,60ml solution	bottle	200.0
35	Chlorine powder, 50gram	Packet	200.0
36	Surgical gloves, 6.5 & 7 size	Pair	1200.0
37	Adhesive tabe, 10×5cm	piece	50.0
38	AB Cotton, 400gm	Roll	50.0
39	Azithromycin, 500mg, 5tab/strip	Tablet	5000.0
40	metformin, 500mg,10tab/strip	Tablet	20000.0
41	metformin, 1gm,10tab/strip	Tablet	2000.0
42	Clove oil, 5ml,drop	vial	700.0
43	Salbutamol, 4mg,10tab/strip	Tablet	20000.0
44	lignocaine, 2%,injection	vial	100.0
45	metroclopramide, 10mg,10tab/strip	Tablet	2000.0
46	Adrinaline, 1:1000 injection	Ampule	20.0
47	oxymetazoline, 0.025%,10ml, N/D	piece	300.0
48	cloxacillin, 500mg,10cap/strip	capsule	25000.0
49	Cefixime, 200mg,10tab/strip	Tablet	10000.0
50	folic acid, 5mg,10tab/strip	Tablet	15000.0
51	Cetirizine, 5mg/5ml,30ml	bottle	1000.0
52	Salbutamol, 2mg/5ml,100ml	bottle	1500.0
53	permethrin lotion, 5% w/v,lotion	bottle	250.0
54	tetracycline, 1% eye ointment	tube	250.0
55	calcium with vitamin D3, 500mg 10tab/strip	tablet	20000.0
56	Ferrous sulphate, iron, folic acid, 200mg/60mg/0.4mg	tablet	35000.0
57	Inj Dipoprovera, 150mg/3ml	vial	200.0
58	IV set, 21 G needle	piece	250.0
59	IV cannula , 20 guaze	piece	250.0
60	IV cannula , 22 guaze	piece	250.0
61	Bandage, 10×18 cm	Than	250.0
62	Gauze, 90cm×18m	Than	250.0
63	Catgut, cat 2-0	piece	30.0
64	Silk, thread with needle	piece	100.0
65	loose gloves, 6.5 & 7 size	box	50.0
66	Bp Set, set	piece	14.0
67	Thermometer, Digital	piece	15.0
68	Suture set, set	piece	7.0
69	Dressing set, set	piece	7.0

2. Delivery and Completion Schedule

1 Health and social work services					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
1	Paracetamol, 500 mg, 10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
2	Amoxycillin, 250mg, 10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
3	Amoxycillin, 125mg/5ml,60ml/bottle	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
4	Amoxycilin, 500mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
5	Ranitidine, 150mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
6	Metronidazole, 400mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
7	Syrup Paracetamol, 125mg/5ml, 60ml/bottle	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
8	Syrup Metronidazole, 200mg/5ml, 60ml/bottle	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
9	D/T Amoxycilin, 125mg, 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
10	Cetirizine, 10mg, 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
11	B-Complex, 10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
12	Ibuprofen, 400mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
13	Ciprofloxacin eye drop, 0.3%, 5ml	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
14	Ciprofloxacin, 500mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
15	Albendazole, 400mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
16	Tinidazole, 500mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
17	Hyoscine butylbromide, 10mg, 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
18	Zinc Sulphate, 20mg,10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
19	Amlodipine, 5mg.10 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
20	Frusemide, 40mg, 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
21	Fluconazole, 150mg, 1 tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
22	Doxycycline, 100mg. 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
23	Silver sulphadiazine, 1%, 15gram	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
24	Benzoic and salisalic acid, 15gram,	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
25	Cotrimazole, 1%,cream.15gram	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
26	Neomycin, 0.5% cream,10gram	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
27	Povidine iodine, 500ml solution	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
28	Rectified sprit, 500ml solution	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
29	ORS, 20.5 gram/sachet	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
30	D/S Syringe, 3ml,5ml	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
31	Ringer Lactate, 500ml solution	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
32	Normal Saline, 500ml solution	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
33	Alumunium hydroxide+ magnesium hydroxide, 250/250mg tab, 15tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
34	Gamma benzan Hexa, 1%,60ml solution	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
35	Chlorine powder, 50gram	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
36	Surgical gloves, 6.5 & 7 size	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
37	Adhesive tape, 10×5cm	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
38	AB Cotton, 400gm	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
39	Azithromycin, 500mg, 5tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
40	metformin, 500mg,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
41	metformin, 1gm,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
42	Clove oil, 5ml,drop	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
43	Salbutamol, 4mg,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
44	lignocaine, 2%,injection	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
45	metoclopramide, 10mg,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
46	Adrenaline, 1:1000 injection	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
47	oxymetazoline, 0.025%,10ml, N/D	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
48	cloxacillin, 500mg,10cap/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
49	Cefixime, 200mg,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
50	folic acid, 5mg,10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
51	Cetirizine, 5mg/5ml,30ml	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
52	Salbutamol, 2mg/5ml,100ml	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
53	permethrin lotion, 5% w/v,lotion	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
54	tetracycline, 1% eye ointment	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
55	calcium with vitamin D3, 500mg 10tab/strip	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
56	Ferrous sulphate, iron, folic acid, 200mg/60mg/0.4mg	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
57	Inj Dipoprovera, 150mg/3ml	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
58	IV set, 21 G needle	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
59	IV cannula , 20 guaze	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
60	IV cannula , 22 guaze	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
61	Bandage, 10×18 cm	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
62	Gauze, 90cm×18m	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
63	Catgut, cat 2-0	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
64	Silk, thread with needle	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
65	loose gloves, 6.5 & 7 size	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
66	Bp Set, set	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
67	Thermometer, Digital	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
68	Suture set, set	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	
69	Dressing set, set	Aathrai Rural Municipality	10 days after contract agreement	30 days after contract agreement	

Technical Specifications

1 Health and social work services

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Paracetamol, 500 mg, 10 tab/strip	GMP/WHO certified	VAT Free	
2	Amoxycillin, 250mg, 10 tab/strip	GMP/WHO certified	VAT Free	
3	Amoxycillin, 125mg/5ml,60ml/bottle	GMP/WHO certified	VAT Free	
4	Amoxycilin, 500mg,10 tab/strip	GMP/WHO certified	VAT Free	
5	Ranitidine, 150mg,10 tab/strip	GMP/WHO certified	VAT Free	
6	Metronidazole, 400mg,10 tab/strip	GMP/WHO certified	VAT Free	
7	Syrup Paracetamol, 125mg/5ml, 60ml/bottle	GMP/WHO certified	VAT Free	
8	Syrup Metronidazole, 200mg/5ml, 60ml/bottle	GMP/WHO certified	VAT Free	
9	D/T Amoxycilin, 125mg, 10tab/strip	GMP/WHO certified	VAT Free	
10	Cetirizine, 10mg, 10tab/strip	GMP/WHO certified	VAT Free	
11	B-Complex, 10 tab/strip	GMP/WHO certified	VAT Free	
12	Ibuprofen, 400mg,10 tab/strip	GMP/WHO certified	VAT Free	
13	Ciprofloxacin eye drop, 0.3%, 5ml	GMP/WHO certified	VAT Free	
14	Ciprofloxacin, 500mg,10 tab/strip	GMP/WHO certified	VAT Free	
15	Albendazole, 400mg,10 tab/strip	GMP/WHO certified	VAT Free	
16	Tinidazole, 500mg,10 tab/strip	GMP/WHO certified	VAT Free	
17	Hyoscine butylbromide, 10mg, 10tab/strip	GMP/WHO certified	VAT Free	
18	Zinc Sulphate, 20mg,10 tab/strip	GMP/WHO certified	VAT Free	
19	Amlodipine, 5mg.10 tab/strip	GMP/WHO certified	VAT Free	
20	Frusemide, 40mg, 10tab/strip	GMP/WHO certified	VAT Free	
21	Fluconazole, 150mg, 1 tab/strip	GMP/WHO certified	VAT Free	
22	Doxycycline, 100mg. 10tab/strip	GMP/WHO certified	VAT Free	
23	Silver sulphadiazine, 1%, 15gram	GMP/WHO certified	VAT Free	
24	Benzoic and salisalic acid, 15gram,	GMP/WHO certified	VAT Free	
25	Cotrimazole, 1%,cream.15gram	GMP/WHO certified	VAT Free	
26	Neomycin, 0.5% cream,10gram	GMP/WHO certified	VAT Free	
27	Povidine iodine, 500ml solution	GMP/WHO certified	VAT Free	
28	Rectified sprit, 500ml solution	GMP/WHO certified	VAT Free	
29	ORS, 20.5 gram/sachet	GMP/WHO certified	VAT Free	
30	D/S Syringe, 3ml,5ml	GMP/WHO certified	VAT Free	
31	Ringer Lactate, 500ml solution	GMP/WHO certified	VAT Free	
32	Normal Saline, 500ml solution	GMP/WHO certified	VAT Free	
33	Alumunium hydroxide+ magnesium hydroxide, 250/250mg tab, 15tab/strip	GMP/WHO certified	VAT Free	
34	Gamma benzan Hexa, 1%,60ml solution	GMP/WHO certified	VAT Free	
35	Chlorine powder, 50gram	GMP/WHO certified	VAT Free	
36	Surgical gloves, 6.5 & 7 size	GMP/WHO certified	VAT Free	
37	Adhesive tabe, 10×5cm	GMP/WHO certified	VAT Free	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
38	AB Cotton, 400gm	GMP/WHO certified	VAT Free	
39	Azithromycin, 500mg, 5tab/strip	GMP/WHO certified	VAT Free	
40	metformin, 500mg,10tab/strip	GMP/WHO certified	VAT Free	
41	metformin, 1gm,10tab/strip	GMP/WHO certified	VAT Free	
42	Clove oil, 5ml,drop	GMP/WHO certified	VAT Free	
43	Salbutamol, 4mg,10tab/strip	GMP/WHO certified	VAT Free	
44	lignocaine, 2%,injection	GMP/WHO certified	VAT Free	
45	metoclopramide, 10mg,10tab/strip	GMP/WHO certified	VAT Free	
46	Adrenaline, 1:1000 injection	GMP/WHO certified	VAT Free	
47	oxymetazoline, 0.025%,10ml, N/D	GMP/WHO certified	VAT Free	
48	cloxacillin, 500mg,10cap/strip	GMP/WHO certified	VAT Free	
49	Cefixime, 200mg,10tab/strip	GMP/WHO certified	VAT Free	
50	folic acid, 5mg,10tab/strip	GMP/WHO certified	VAT Free	
51	Cetirizine, 5mg/5ml,30ml	GMP/WHO certified	VAT Free	
52	Salbutamol, 2mg/5ml,100ml	GMP/WHO certified	VAT Free	
53	permethrin lotion, 5% w/v,lotion	GMP/WHO certified	VAT Free	
54	tetracycline, 1% eye ointment	GMP/WHO certified	VAT Free	
55	calcium with vitamin D3, 500mg 10tab/strip	GMP/WHO certified	VAT Free	
56	Ferrous sulphate, iron, folic acid, 200mg/60mg/0.4mg	GMP/WHO certified	VAT Free	
57	Inj Dipoprovera, 150mg/3ml	GMP/WHO certified	VAT Free	
58	IV set, 21 G needle	GMP/WHO/ISO certified	VATABLE	
59	IV cannula , 20 guaze	GMP/WHO/ISO certified	VATABLE	
60	IV cannula , 22 guaze	GMP/WHO/ISO certified	VATABLE	
61	Bandage, 10×18 cm	GMP/WHO/ISO certified	VATABLE	
62	Gauze, 90cm×18m	GMP/WHO/ISO certified	VATABLE	
63	Catgut, cat 2-0	GMP/WHO/ISO certified	VATABLE	
64	Silk, thread with needle	GMP/WHO/ISO certified	VATABLE	
65	loose gloves, 6.5 & 7 size	GMP/WHO/ISO certified	VATABLE	
66	Bp Set, set	GMP/WHO/ISO certified	VATABLE	
67	Thermometer, Digital	GMP/WHO/ISO certified	VATABLE	
68	Suture set, set	GMP/WHO/ISO certified	VATABLE	
69	Dressing set, set	GMP/WHO/ISO certified	VATABLE	

Conditions of Contract

Section VI. General 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; 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 the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified in the SCC. 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 proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month. 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 5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.
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.
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.

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 Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier. 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 Nepalese currency as specified in the SCC 10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12. Changed Order	12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be

	commenced prior to or after 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 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt 17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation 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 24, 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 and credit information bureau of Nepal.

Section VII - Special Conditions of Contract (SCC)			
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]			
GCC 1.1.1 (e)	The Purchaser shall be: Aathrai Rural Municipality,Sakrantibazar, Tehrathum		
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees.The amount of the performance security shall be 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: (iii) Performance Security Amount =[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.		
GCC 9.1	The warranty period shall be : [Minimum 18 months]		
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser Payments shall be made in Nepalese Rupees in the following manner: Sample provisions: Advance Payment:[Usually not more than twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document. On Delivery and acceptance:[Hundred (100) percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment. or On Delivery [Usually eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of Tax Invoice. On acceptance: [Usually eighty (20)] percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s or On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s TDS shall be deducted as per the prevailing rules and regulations. [Delete those not appropriate] Payments shall be made in Nepalese Rupees in the following manner:.		
	SL No	Milestone Name	Payment Percentage
	1	Advance payment	0
	2	Delivery to site	100.0
GCC 17.1	For notices, the Purchaser’s address shall be: Attention: Aathrai Rural Municipality,Sakrantibazar, Tehrathum Address: Sakrantibazar Terhathum Designation: Telephone: 9852053211 Facsimile Number: Electronic Mail Address:		

GCC 17.1	For notices, the Suppliers’s address shall be: Attention: Address: Designation: Telephone: Facsimile Number: Electronic Mail Address:
GCC 19.1	The Supplier shall supply [Minimum 18 months]number of copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *(name and address of the Contractor)*

Subject: *Notification of Award*

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

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

2. Contract 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. Form of Agreement
 - b. The Purchaser’s Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Quotation Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
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:

3. Performance Security

Date :

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

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

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

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

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

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

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

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

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

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

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

4. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

शर्तहरू:

१. खरिद गरिने औषधीको प्रयोग गर्ने अवधी यस कार्यालयको जिन्सी शाखामा दाखिला हुँदा कम्तिमा १८ महिना बाँकी रहेको हुनुपर्नेछ र १८ महिना म्याद समाप्त हुने मिति भएका औषधीको हकमा कम्तिमा ७५ प्रतिशत म्याद बाँकी रहेको हुनुपर्नेछ ।
२. दरभाउ पत्रदाताले आफुले दिन चाहेको औषधीको उत्पादन कम्पनी र उत्पादन भएको मुलुकको नाम प्रष्टसँग उल्लेख गर्नुपर्नेछ ।
३. दरभाउ पत्रदाताले सप्लाई गर्ने औषधी WHO-GMP Certified कम्पनीको हुनुपर्नेछ ।
४. दरभाउ पत्रमा उल्लेखित सामग्रीको परिमाण कार्यालयले आवश्यकता अनुसार थपघट गर्न सक्नेछ । थपघट भएता पनि दरभाउ पत्रदाताले कबोल गरेको दररेटमा परिवर्तन गर्न पाउने छैन ।
५. दरभाउ पत्रदाताले सप्लाई गर्ने प्रत्येक औषधीहरू औषधी व्यवस्था विभागमा दर्ता भएको हुनुपर्नेछ । औषधी प्याकिङ (स्ट्रीप, बोतल) बाहिर औषधीको जेनेरिक नाम, शक्ति, उत्पादन मिति, म्याद समाप्त हुने मिति, व्याच नम्बर, उत्पादक कम्पनीको नाम र "नेपाल सरकारबाट निशुल्क वितरणका लागि" वा "यो औषधी विक्रीका लागि होइन भनी प्याकिङमा स्पष्टसँग उल्लेख भएको हुनुपर्नेछ । सो नलेखिएका औषधीहरू कार्यालयले लिने छैन ।
६. सप्लाई हुने सबै झोल तथा पाउडर औषधीहरू प्लाष्टिक बोतलमा प्याकिङ भएको हुनुपर्नेछ ।
७. दरभाउ पत्र पेश गर्दा औषधी तथा सर्जिकल सामानहरूको मूल्य सूची अनिवार्य पेश गर्नुपर्नेछ । साथै उक्त मूल्य सूची र बीलको परिमाणमा पेश भएको भ्याट बाहेकको रकमको आधारमा मुल्याङ्कन गरिनेछ ।
८. दरभाउ पत्र साथ पेश गर्ने कागजातको प्रतिलिपीहरू प्रचलित कानून अनुसार प्रमाणित भएको हुनुपर्नेछ ।
९. यो सूचनामा उल्लेख गर्न छुट भएका अन्य कुराहरूको हकमा सार्वजनिक खरिद ऐन २०६३, सार्वजनिक खरिद नियमावली २०६४ तथा प्रचलित कानून बमोजिम हुनेछ ।
१०. सप्लाई हुने औषधी तथा अन्य सामानको प्रत्येक Strips/labeling/Bottle/Ointment/Tube/Vial/ Ampule प्याकिङको बाहिर उत्पादन मिति, एक्सपाइरी मिति, ब्याच नम्बर र नेपाल सरकार बाट निःशुल्क वितरणको लागी भन्ने बाक्यांश लेखिएको हुनु पर्नेछ ।
११. सार्वजनिक खरिद नियमावली २०६४ को नियम ४० (ड) अनुसार दरभाउ पत्रदाताले खरिद कारवाहीमा भाग लिन अयोग्य नभएको, प्रस्तावित खरिद कारवाहीमा आफ्नो स्वार्थ नबाझीएको र सम्बन्धित पेशा वा व्यवसाय सम्बन्धी कसूरमा आफूले सजाय नपाएको व्यहोराको लिखित रुपमा गरिको स्वघोषणापत्र दरभाउपत्र साथ अनिवार्य रुपले पेश गर्नु पर्नेछ ।
१२. दरभाउ पत्रदाताले दरभाउपत्र फाराममा उल्लेखित शर्तको पूर्ण रुपले पालना गर्नु पर्नेछ उपलब्ध गराउन भनिएको विवरण अनिवार्य रुपले पेश गर्नु पर्नेछ ।
१३. विदेशी औषधीको हकमा औषधी व्यवस्था विभागको नविकरण गरिएको पैठारी सिफारिसपत्रको प्रमाणित प्रतिलिपी पेस गर्नुपर्नेछ ।
१४. दरभाउत्र साथ आपूर्ति गर्ने औषधीहरू WHO/GMP Certified Company बाट उत्पादित भएको नविकरण गरिएको प्रमाण पत्र, Surgical items को हकमा नविकरण गरिएको प्रमाण पत्रहरूको प्रमाणित प्रतिलिपिहरू, अनिवार्य रुपमा पेश गर्नुपर्नेछ ।

खण्ड ३:- ठेक्काको सामान्य शर्तहरू (General Conditions of Contract)

१. परिभाषा

१.१ यो ठेक्कामा निम्न शब्दहरू र अभिव्यक्तिहरूको निम्न प्रकारको अर्थ लाग्ने छ ।

- (क) "ठेक्का" भन्नाले खरीदकर्ता र आपूर्तिकर्ता बिच भएको संझौता भन्ने बुझिन्छ जुन हस्ताक्षर भएको ठेक्का फाराममा लिपिबद्ध भएको हुन्छ । यसमा संलग्न परिशिष्ट र अन्य र त्यसमा नाम दर्शाइएको दस्तावेज समेत सामवेश गरिएको सम्झनु पर्दछ ।
- (ख) "ठेक्का रकम" भन्नाले ठेक्काको शर्तअनुसार ठेक्काको दायित्व पूर्णरूपले उचित तरिकाबाट सम्पन्न गरे बापत आपूर्तिकर्ताले भुक्तानी पाउनुपर्ने रकमलाई सम्झनु पर्दछ ।
- (ग) "सामग्री र उपकरण" भन्नाले ठेक्काको शर्तअनुसार आपूर्तिकर्ताले खरीदकर्तालाई उपलब्ध गराउने औषधी, मेशिनरी, औजार, यन्त्र, उपकरण ता अन्य मालसामानलाई समेत सम्झनु पर्दछ ।
- (घ) "सेवा" भन्नाले सामग्री आपूर्ति गर्दा आवश्यक पर्ने सबै प्रकारका सेवाहरू जस्तै: ढुवानी तथा बिमा जडान कमिशनरी, पूर्ति गरिएका उपकरणको संचालन तथा संभार सम्बन्धी तालिम समेत सम्झनु पर्दछ ।
- (ङ) "खरीदकर्ता" भन्नाले ठेक्का समझौता अनुसार सामग्री खरीद गर्ने संस्थालाई सम्झनु पर्दछ ।
- (च) "आपूर्तिकर्ता" भन्नाले यस ठेक्का अन्तर्गत सामग्री आपूर्ति गर्ने संस्थालाई सम्झनु पर्दछ ।

२. प्राविधिक स्पेसिफिकेशनहरू

२.१ यस ठेक्का अनुसार आपूर्ति गरिने मालसामानहरू प्राविधिक स्पेसिफिकेशनहरूमा तोकिए बमोजिमका मापदण्डहरू सँग मेल खाने हुनुपर्दछ ।

३. प्याटेन्ट राइट

३.१. खरीदकर्ताको देशमा मालसामान प्रयोग गर्दा तेस्रो पक्षहरूबाट आइपर्न सक्ने प्याटेन्ट, ट्रेडमार्क वा औद्योगिक डिजाइन सम्बन्धी अधिकार बापत दायित्वहरूबाट आपूर्तिकर्ताले खरीद कर्तालाई सुरक्षा (Indemnity) प्रदान गर्नुपर्दछ ।

४. कार्य सम्पादन जमानत निम्नानुसार हुनेछ:-

- ४.१ खरीदकर्ताबाट ठेक्का पाएको सूचना प्राप्त भएको सात (७) दिन भित्र आपूर्तिकर्ताले कार्यसम्पादन जमानत ठेक्काको शर्तमा उल्लेखित भए बमोजिम दरभाउपत्रमा सामावेश गरिएको फाराममा अथवा खरीद कर्तालाई मान्य हुने फाराममा बुझाउनुपर्नेछ ।
- ४.२ सफल आपूर्तिकर्ताले दफा ४.१ मा उल्लेखित शर्त पुरा नगरेको खण्डमा ठेक्का रद्द गर्न सकिनेछ साथै दरभाउपत्र जमानत पनि खरीदकर्ताद्वारा खिच्च सकिने छ, यस्तो अवस्था सिर्जना भएको स्थितिमा खरीदकर्ताले अर्को कम मूल्य अंकित गरेको आपूर्तिकर्तालाई ठेक्का प्रदान गर्न सक्नेछ, वा फेरि नयाँ सिलबन्दी दरभाउपत्र आह्वान गर्न सक्नेछ ।
- ४.३ कार्य सम्पादन जमानत दरभाउपत्र मूल्यको ५ (पाँच) प्रतिशत हुनेछ तथा बोलपत्र नेपाली मुद्रामा हुनुपर्ने छ ।
- ४.४ कार्य सम्पादन जमानतको मान्यता अवधी (सप्लाई गर्ने सामानको Delivery period तथा Warranty Period समेत समेट्ने अवधी भएको) हुनुपर्ने छ ।
- ४.५ वारेन्टी अवधी समाप्त भई आपूर्तिकर्ताको दावी पेश भई सकेको ३० दिन भित्र कार्य सम्पादन जमानत फुकुवा गरिनेछ ।



शेकर पौडेल
नि.प्रमुख प्रशासकीय अधिकृत

५. निरिक्षण र परीक्षणहरू

५.१ खरीदकर्ता वा निजको प्रतिनिधीले आफ्नो हातभित्र ल्याइ पुर्याइएको मालसामानहरू प्राविधिक स्पेसिफिकेशन र कार्यसम्पादनको गुणस्तर बमोजिम छ कि छैन भनेर निरिक्षण तथा परीक्षण गर्न पाउने छ।

६. प्याकिङ

- ६.१ ठेक्का सम्झौतामा उल्लेख गरिए अनुसार आपूर्तिकर्ताले सामाग्री गन्तव्य ठाउँ सम्म सुरक्षित रूपमा पुर्याउनु र कुनै पनि क्षति वा नोक्सानी हुन नदिन मालसामानलाई चाहिदो तरिकाले प्याकेजिङ गर्नु पर्नेछ।
- ६.२ तोकिए बमोजिमको प्याकेजिङ सामाग्री ओसार-पोसार गर्दा वा खुला भण्डार शाखामा यथेष्ट रूपमा, बिना कुनै अपवाद, रफ ह्यान्डलिङ, तापक्रम, लवण र वर्षामा खुला रहँदा समेत पर्याप्त सुरक्षित हुनु पर्दछ।
- ६.३ प्याकिङको बाकस, साइज र तौल सामाग्री पुर्याउनु पर्ने अन्तिम ठाउँको दुर्गमतालाई र त्यस्ता ठाउँमा गह्रौ सामान उचाल्ने यन्त्रहरू अनुपलब्धता समेतलाई ध्यानमा राखी निश्चित गर्नुपर्नेछ।
- ६.४ अन्तराष्ट्रिय मापदण्ड र प्रचलनमा खुलस्त गरे अनुसार भित्री-बाहिरी प्याकिङ सांकेतिक चिन्ह तथा कागजपत्र विशेष आवश्यकता हेरी कडी-कडाउका साथ पालना गर्नुपर्ने छ।
- ६.५ सूई, धुलो र झोल औषधी बाहेक सबै औषधीहरू Strip मा र झोल औषधीहरू प्लाष्टिक बोतलमा आपूर्ति गर्नुपर्ने छ।

७. सामाग्री पुर्याउने काम

- ७.१ खरिदकर्ताले आफ्नो आवश्यकताहरूको सूचीमा दर्शाइएको शर्त अनुसार आपूर्तिकर्ताले मालसामान तोकेको ठाउँमा पुर्याउनु पर्नेछ।
- ७.२ सम्झौताका पक्षहरूको दायित्वको वर्णन गर्न प्रयोग हुने FBD, C&F, CIF, CIP र अन्य व्यापारिक शब्दहरूको अर्थ र अन्तराष्ट्रिय उद्योग वाणिज्य संघ पेरिसबाट प्रकाशित नविनतम International rules for the interpretation of the trade terms (INCOTERMS) संस्करण मा उल्लेख भए बमोजिम हुनेछ।

८. बिमा

- ८.१ ठेक्का सम्झौता अनुसार सामग्री निर्माण गर्दा, प्राप्त गर्दा, पारवहन गर्दा, संचय गर्दा वा ढुवानी गर्दा सम्भावित नोक्सानी वा हानीबाट जोगाउन ठेक्काका विशेष शर्तहरूमा उल्लेखित भए अनुसार बिमा गराउनु पर्दछ।
- ८.२ यदि खरीदकर्ताले मालसामान CIF या CIP को धारमा पुर्याउने ठाउँ किटान गरेर तोकेको छ भने आपूर्तिकर्ताले खरिदकर्ताको नाममा (लाभान्वित पक्षको रूपमा) ढुवानी र संचय गर्दा लाग्ने बीमाको रकम व्यहोर्नु पर्नेछ र आपूर्तिकर्ताले मालसामान ठिक ठाउँमा नपुर्याउँदा सम्ममा हुनजाने ढुवानी र संचयको सम्पूर्ण खर्च समेतमा जिम्मेवारी व्यहोर्नु पर्नेछ।

९. वारेन्टी

- ९.१ आपूर्तिकर्ताको सम्झौता अनुसार उपलब्ध गराउने सम्पूर्ण मालसामानहरू सम्झौताको स्पेसिफिकेशन अनुसार भएको र कुनै त्रुटी नरहेको विश्वास दिलाउनु पर्दछ।

- ९.२ ठेकामा उल्लेख भए बमोजिम मालसामान तोकिएको ठाउँमा पुगि Expiry/Warranty Period को अवधी सम्म यस्तो वारेन्टी मान्य रहनु पर्नेछ ।
- ९.३ यस्तो वारेन्टी अनुसार कुनै पनि कुराको दावी गर्नु परेमा खरिदकर्ताले आपूर्तिकर्तालाई तुरुन्त लिखित सूचना दिनु पर्दछ ।
- ९.४ आपूर्तिकर्ताले यस्तो सूचना प्राप्त गरेपछि मनासिव समय भित्रै त्रुटिपूर्ण सामानहरू खरीदकर्तालाई खर्चभार नपर्ने गरि बदली दिनु पर्नेछ । आपूर्तिकर्ताले आफ्नै खर्चमा र जोखिममा त्रुटिपूर्ण सामान हटाउनु पर्नेछ ।

१०. भुक्तानी

- १०.१ आपूर्तिकर्ताको दरभाउपत्रमा ठेक्का मूल्य तोकिएको मुद्रामा आपूर्तिकर्तालाई भुक्तानी दिनुपर्नेछ ।

११. मूल्य

- ११.१ ठेक्का सम्झौता अनुसार उपलब्ध गराएको सामग्री वापत दावी गरेको मूल्य सिलबन्दी दरभाउपत्रमा आपूर्तिकर्ताले उल्लेख गरेको मूल्य भन्दा फरक गर्न पाइने छैन ।

१२. आदेशमा परिवर्तन

- १२.१ खरीदकर्ताले चाहेमा आपूर्ति लिने मालसामानको सूची परिवर्तन गर्न सक्नेछ, तर यसरी परिवर्तन हुने सूची २० प्रतिशत भन्दा बढाउन पाइने छैन ।

१३. लिक्विडेटेड (Liquidated)

- १३.१ यदि आपूर्तिकर्ताले ठेकामा तोकिएको समयावधी भित्र आपूर्ति गर्नुपर्ने मालसामानको केहि अंश अथवा सम्पूर्ण सामान नै बुझाउन सकेन भने सार्वजनिक खरिद ऐन, २०६३ र सार्वजनिक खरिद नियमावली, २०६४ बमोजिम क्षति बापत कारवाही गरिनेछ ।

खण्ड ४: ठेक्काको विशेष शर्तहरू (Special conditions of contract)

१. प्राविधिक स्पेसिफिकेशनहरू

- १.१ यस ठेक्का अनुसार आपूर्ति गरिने सामग्रीहरू खण्ड ८ को प्राविधिक स्पेसिफिकेशनमा उल्लेख भए बमोजिमको हुनुपर्नेछ ।

२. प्याकिङ्ग सप्लाई हुने प्रत्येक Strips/labeling/Bottle/Ointment/Tube/Vial/Ampule, Phail आदिमा र प्याकिङ्कमा बाहिर उत्पादन मिति, एक्सपायरी मिति, व्याच नम्बर तथा औषधीको प्रत्येक स्ट्रीपमा नेपाल सरकारद्वारा निःशुल्क वितरणको लागि भन्ने वाक्यांश उल्लेख भएको हुनुपर्नेछ । अन्य दफाहरू ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनेछन् ।

३. सामग्री पुर्याउने काम आपूर्तिकर्ताले आठराई गाउँपालिकाको स्टोर शाखामा आफ्नै खर्चमा मालसामान डेलिभरी दिनुपर्नेछ ।

४. बीमा

- ४.१ आपूर्तिकर्ताले ठेक्का सम्झौता अनुसार मालसामान दुवानी गर्दा सम्भावित नोक्सानी वा हानिबाट जोगाउन ठेक्काका विशेष शर्तहरूमा उल्लेखित भए अनुसार बीमा गराउनु पर्दछ ।
- ४.२ आपूर्तिकर्ताले खरिदकर्ताको नाममा दुवानी गर्दा लाग्ने बीमाको रकम व्यहोर्नु पर्नेछ र मालसामान तोकिएको ठाउँमा नपुर्‍याउँदा सम्ममा हुनजाने दुवानीको सम्पूर्ण खर्च समेत व्यहोर्नु पर्नेछ ।



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५. वारेन्टी/एक्सपायरी मिति

खरिद हुने औषधीहरूको म्यादको सम्बन्धमा प्रदाउपत्रको Technical specification मा उल्लेखित भए अनुसार हुनुपर्नेछ । Technical specification मा उल्लेखित नभएको औषधीहरूको म्यादको सम्बन्धमा उक्त औषधीको Manufacturing Date बाट Expiry date कम्तीमा ७५% बाँकी हुँदा स्टोरमा दाखिला हुनु पर्नेछ । सो भन्दा घटी म्याद भएका औषधीहरू कुनै पनि हालतमा बुभिलिईने छैन ।

६. भुक्तानी :- प्राप्त हुन आएका औषधी तथा सर्जिकल सामानहरूको भुक्तानी प्रकृया निम्नानुसारको हुनेछ ।

- (क) सम्झौता अनुसारको सामान आठराई गाउँपालिका गाउँ कार्यपालिकाको कार्यालय संक्रान्तिबजार, तेहथुममा प्राप्त भै नियमानुसार स्टोर दाखिला भए पछि १० प्रतिशत रकमको भुक्तानी स्टोरमा सामान बुझाएको इन्भोइस तथा दाखिला रिपोर्ट आदि पेश भए पछि राजस्व तथा आर्थिक प्रशासन शाखाबाट हुनेछ ।
- (ख) बाँकी १० प्रतिशत रकमको भुक्तानी दरभाउपत्रदाताले संझौता बमोजिमका समपूर्ण सामानहरू सप्लाई गरी नियमानुसार १०% रकम भुक्तानी लिएको तिन महिना पश्चात सप्लाई गरेको सामानको कुनै सिकायत प्राप्त नभएमा यस कार्यालयको राजस्व तथा आर्थिक प्रशासन शाखाबाट हुनेछ ।
- (ग) कुल बिल रकमको १.५% रकम अग्रिम आयकर कट्टा गरिनेछ ।
- (घ) भुक्तानी रकमको ५ प्रतिशत धरौटी कट्टा गरिनेछ । सप्लाई भएका औषधी, उपकरण तथा अन्य सामाग्रीहरूमा कुनै सिकायत नभएमा सम्बन्धित आन्तरिक राजस्व कार्यालयबाट कर फरफारकको प्रमाण पेश गरे पछि फिर्ता गरिनेछ ।

७. मूल्य :- ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनुपर्नेछ ।

८. आदेशमा परिवर्तन :- ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनेछ ।

९. लिक्विडेटेड (Liquidated) :- क्षति ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनेछ ।

१०. विवादहरू समाधान गर्ने ठेक्काको सामान्य शर्तहरूमा उल्लेख भए अनुसार हुनेछ ।

