BIDDING DOCUMENT

for

THE PROCUREMENT OF

Supply and delivery of LAB Chemicals



National Competitive Bidding (NCB)

IFB No: NCB-SH-07-082/083

Contract ID: NCB-SH-07-082/083

Sindhuli Hospital, Sindhuli

Issued on: 02-11-2025 10:00





Abbreviations

BDS...... Bid Data Sheet BD Bidding Document DCS...... Delivery and Completion Schedule DP Development Partner EQC Evaluation and Qualification Criteria GCC General Conditions of Contract GoN¹ Government of Nepal ICC...... International Chamber of Commerce IFB Invitation for Bids ITB Instructions to Bidders LGRS List of Goods and Related Services NCB National Competitive Bidding PAN Permanent Account Number PPMOPublic Procurement Monitoring Office SBD..... Standard Bidding Document SBQ..... Schedule of Bidder Qualifications SCC..... Special Conditions of Contract SR Schedule of Requirements TS..... Technical Specifications VAT Value Added Tax

Abbreviations

BDS	Bid Data Sheet
BD	Bidding Document
DCS	Delivery and Completion Schedule
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN^2	Government of Nepal

¹ "GoN" word indicates all public entities according to Public Procurement Act, 2063

² "GoN" word indicates all public entities according to Public Procurement Act, 2063



ICC	. International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPMO	.Public Procurement Monitoring Office
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SR	Schedule of Requirements
TS	Technical Specifications
VAT	Value Added Tax

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PART 2 – Supply Requirements
Section V. Schedule of Requirements

PART 3 – Conditions of Contract and Contract Forms



	Section VI. General Conditions of Contract
	Section VII. Special Conditions of Contract
Se	ection VIII Contract Forms



Government of Nepal (GoN) Sindhuli Hospital, Sindhuli

Invitation for Bids for the Supply and delivery of LAB chemicals

Contract Identification No: NCB-SH-07-082/083

Date of publication: 02-11-2025 10:00

- 1. The Government of Nepal has allocated funds to cover eligible payment under the Contract for Supply and delivery of LAB chemicals (IFB No: NCB-SH-07-082/083). Bidding is open to all eligible Nepalese and Foreign Bidders. [defined in the guidelines]
- 2. The Sindhuli Hospital, Sindhuli invites sealed and or electronic bids from eligible bidders for the procurement of Supply and delivery of LAB chemicals throughout fiscal year 082-083 under National Competitive Bidding procedures specified in Public Procurement Act and Regulations.

[Note: In case of IFB to be published as slice basis the Purchaser may add following information: The bidder may submit the bid for single or more slices as mentioned below and offer discounts/ cross discounts. Evaluation will be done slice by slice basis, with contracts awarded based on the award combination that is of least cost to the Purchaser.]

- 3. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Sindhuli Hospital, Sindhuli Hospital, Sindhuli kamalamai, Sindhuli, Bagamati Province, Nepal or may visit PPMO egp system website www.bolpatra.gov.np/egp.
- 4. If hardcopy is allowed then a complete set of Bidding Documents may be purchased from the office Sindhuli Hospital, Sindhuli, Sindhuli Hospital, Sindhuli kamalamai, Sindhuli, Bagamati Province, Nepal 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 3000.0 till 02-12-2025 12:00 during office hours.

OR

A complete set of Bidding Documents may be purchased from the following bank/office 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 3000.0 NRs till 02-12-2025 12:00. If so requested Bidding Documents can also be sent by post/ service upon payment of additional fee for post/courier. However, the Employer will not be responsible for delay or non-delivery of the document to sent

Name of the Bank: Rastriya Banijya Bank Ltd., null,

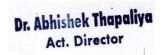
Name of the Office: Sindhuli Hospital, Sindhuli

Office Code no: 3700125013

Office Account no: 1000100200010000

Rajaswa (revenue) Shirshak no: 14229

- 6. Sealed or Electronic bids must be submitted to the office Sindhuli Hospital, Sindhuli kamalamai, Sindhuli, Bagamati Province, Nepal through PPMO website www.bolpatra.gov.np. on or before 02-12-2025 12:00. Bids received after this deadline will be rejected.
- 7. The bids will be opened in the presence of Bidders' representatives who choose to attend at 02-12-2025 14:00 hours at the office of Sindhuli Hospital, Sindhuli kamalamai, Sindhuli, Bagamati Province, Nepal. Bids must be valid for a period of 90 days after bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of 2,80,000.0 NRs which shall be valid for 30 days beyond the validity period of the bid.



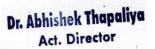
8. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.



Section I. Instructions to Bidders

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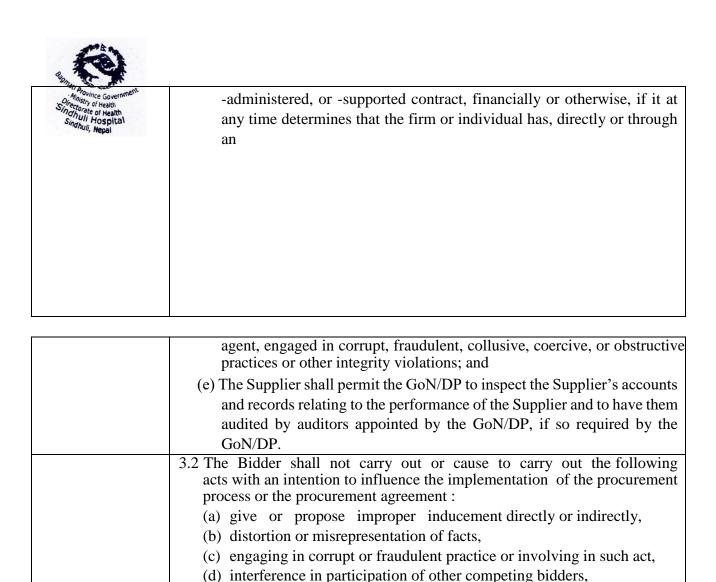
Section I. Instructions to Bidders

A. General

A. Gene	VA WA	
1. Scope of Bid	1.1 The Purchaser <i>indicated in the</i> BDS issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification of contracts are <i>indicated in BDS</i> .	
	1.2 Throughout this Bidding Document :	
	(a) the term "in writing" means communicated in written form with proof of receipt;	
	(b) if the context so requires, singular means plural and vice versa; and	
	(c) "day" means calendar day.	
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued. Or	
	DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i> . The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.	
	2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.	
	2.3 Public Entity's Resources Funded.	
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their subcontractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:;	
	(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:	



- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;
- (c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.
- (d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, administered, or -supported activities or to benefit from an DP-financed,



proceedings,

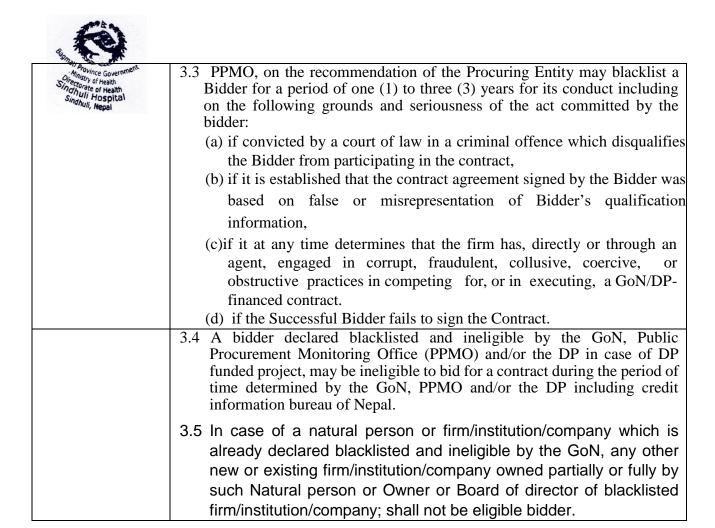
open competitive bid price,

(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

(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

(g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of

the bids until the notification of award of contract.



3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3.



- ders 4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any *specified in the BDS*.
 - 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of partners in JV shall be as **specified in BDS**. In the case of a JV:
 - (a) all parties to the JV shall be jointly and severally liable; and
 - (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
 - 4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - (a) have controlling shareholders in common;
 - (b) receive or have received any direct or indirect subsidy from any of them;
 - (c) have the same legal representative for purposes of this Bid;
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
 - 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.
 - 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

Ministry of Health Singhuli Hospital Singhuli Hospital Singhuli, Nepal	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
Mepal .	4.7 Firms shall be excluded in any of the cases, if
	(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
	(b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
	(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.
	4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents <i>indicated in the BDS</i> at the time of bid submission and a declaration to submit the document(s) <i>indicated in the BDS</i> at the time of contract agreement shall only be eligible
5. Eligible Goods and Related	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i> .
Services	5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied
	5.3 The origin of goods and services is distinct from the nationality of the Bidder.
6. Site Visit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.
	6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
	6.3 The costs of visiting the Site shall be at the Bidder's own expense.



7. Sections of the Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

• Section V. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

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

Contract Forms

- 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.
- 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document

	Egy Tr	
bootment/P re-bid meeting shall contact the indicated in the E request for clarificatime limit specified Bids. The Purchase who have acquired description of the i Purchaser deem it is		8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i> . The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.
		8.2 The purchaser may organize a pre-bid meeting of Bidders before the deadline for submission of Bids at the place, date and time as <i>specified in the</i> BDS to provide information relating to Bidding Documents, Technical specifications
		and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2 .
9.	Amendment of Bidding Document	 9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. Such Addendum notice shall also be published in the National newspaper.
		9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. **Preparation of Bids**

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.	
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <i>specified in the BDS</i> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <i>specified in the BDS</i> , in which case, for purposes of interpretation of the Bid, such translation shall govern.	

Sons III			
12. Documents	12.1	The E	Bid shall comprise the following:
the Bid		(a)	Bid Submission Letter and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
		(b)	Bid Security in accordance with ITB 21;
		(c)	alternative bids, if permissible, in accordance with ITB 14;
		(d)	written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
		(e)	documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
		(f)	documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;
		(g)	documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

	 (h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, required <i>in the BDS</i>. 12.2 The Bidder is solely responsible for the authenticity of the submitted documents.
13. Bid Submission Letter and Price Schedules	13.1 The Bidder shall submit the Bid Submission Letter using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
2 02200000	13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
14. Alternative Bids	14.1 Unless otherwise <i>indicated in the BDS</i> , alternative bids shall not be considered.

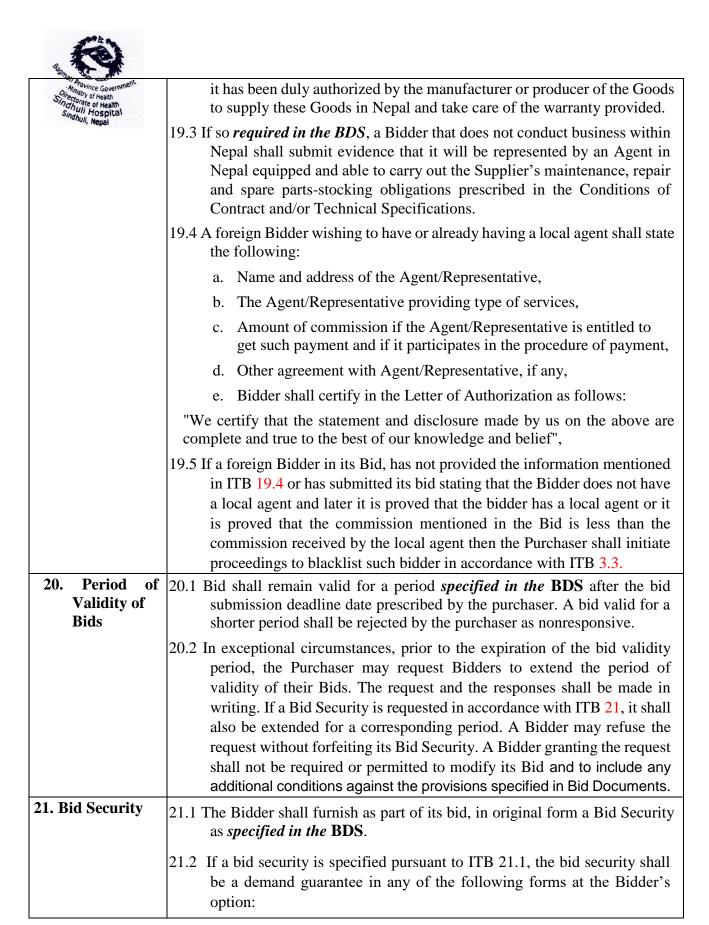


- 15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.
- 15.2 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise *specified in the BDS*. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if in *accordance with the BDS*, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 15.4 The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission letter.

 16.1 All Prices shall be quoted in Nepalese Rupees.

 16.1 All Prices shall be quoted in Nepalese Rupees.

Ban To The		
17. Doctiments Establishing the Manual Repair	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Bid Submission Letter,	
Eligibility of	included in Section IV, Bidding Forms; and	
the Bidder	(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.	
	(c) submit the copy of the documents as <i>specified in BDS</i> .	
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 	
	18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.	
19. Documents Establishin g the Qualificatio ns of the Bidder	 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 19.2 If so <i>required in the BDS</i>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's 	
	the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that	





- (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;
- (b) original copy of cash deposit voucher in the **Purchaser** 's Account as *specified in BDS*.

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended. The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

- 21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.
- 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.
- 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
- (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2
 - (i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;
 - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.
- (b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;
- (c) a Bidder involves in fraud and corruption pursuant to clause 3.1; (d) the successful Bidder fails to:
 - (i) furnish a performance security in accordance with ITB 41.1;

(ii) sign the Contract in accordance with ITB 42.1; or (iii) sign the Contract in accordance with ITB 42.1; or (iii) accept the correction of arithmetical errors pursuant 21.7 The Bid Security of a JV must be in the name of the JV that bid. If the JV has not been legally constituted at the time of Bid Security shall be in the names of all future partners as no letter of intent mentioned in ITB 17.1 (b).		
22. Format and Signing of Bid 22.1 The Bidder shall prepare bid as described in ITB 12 and shall written in indelible ink and shall be signed by a person duly to sign on behalf of the Bidder. This authorization shall written confirmation as specified in the BDS and shall be att Bid.		
	22.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.	

D. Submission and Opening of Bids

D. Submission and Opening of Blas		
23. Sealing and Marking of Bids	23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Bidders submitting bids electronically shall follow the electronic bid submission procedures <i>specified in the BDS</i> .	
	23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2.1 and 23.2.2.	
	23.2.1 The inner and outer envelopes shall:	
	(a) bear the name and address of the Bidder;	
	(b) be addressed to the Purchaser in accordance with ITB 23.1; and	
	(c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".	
	23.2.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.	
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i> . In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.	

Ministry of Health Singhuli Hospital Singhuli Hospital	24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.	
25. Late Bids	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.	
26. Withdrawal, or Modificatio n of Bids	 26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. ii) E-submitted bids. 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process. 26.3 In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours' prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof. 26.4 Except in case of any modification or correction in	



26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.

27. Bid Opening

- 27.1 The Purchaser's bid opening committee shall conduct the bid opening in public in the presence of bidder or its representative who choose to attend at the address, date and time *specified in the BDS*. The opening committee shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee.
 - Electronically submitted bid shall be opened at first in the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.
- 27.2 Before opening the bids the opening committee shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4 The **opening committee** shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any



discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

E. Evaluation and Comparison of Bids

E. Eval	uation and Comparison of Bids			
28. Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 40.1.			
	28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.			
	28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.			
29. Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.			
30.Deviations,	30.1 During the evaluation of bids, the following definitions apply:			
Reservations , and Omissions	(a) "Deviation" is a departure from the requirements specified in the Bidding Document;			
	(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and			
	(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.			
31. Determination of	31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.			



- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (d) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (e) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.
- 31.4 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.

32. Non-material Nonconformi-ties

- 32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the

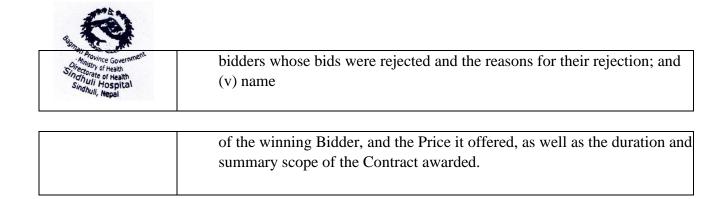
Sentation of the sent of the s	
Sindhuli, Nepal	cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.
	32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
33. Correction of Arithmetical	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
Errors	 a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
	b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
	c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.
34. Goods manufactured in Nepal to be	34.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids.
procured	34.2 for granting such preference pursuant to 34.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more that 30 percent.
	34.3 In case of granting preference, the bid shall be compared (for bid comparison only) by adding an amount equal to 15 percent of the bid price of the such Goods manufactured in Nepal to the bid price of Goods manufacture outside Nepal and lowest evaluated bid shall be determined.
35. Evaluation and Comparison of	35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
Bids	35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

Benny Province Government Official Province Government Official Province of Health Sindhuli Hospital Sindhuli, Nepal	35.3 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.
36. Post qualification of the Bidder	 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

E Award of Contract

F. Awa	rd of Contract		
	38.1 The Purchaser shall select to award the Contract to the Bidder whose offer		
	has been determined to be the lowest evaluated Bid and is substantia		
38. Award	responsive to the Bidding Document, provided further that the Bidder is		
Criteria	determined to be qualified to perform the Contract satisfactorily.		
39. Purchaser's	39.1 At the time the Contract is awarded, the Purchaser reserves the right to		
Right to Vary	increase or decrease the quantity of Goods and Related Services		
Quantities at	originally specified in Section V, Schedule of Requirements, provided		
Time of this does not exceed the percentages <i>indicated in the BDS</i> , and v			
Award	any change in the unit prices or other terms and conditions of the Bid		
	and the Bidding Document.		
40.	40.1 The Purchaser shall notify the concerned Bidder whose bid has been		
Notification selected in accordance with ITB 38.1 within seven days of the selected of Intention selected in accordance with ITB 38.1 within seven days of the selected with ITB 38.1 with			
		to Award	bid and shall Inform via the Letter of Intention included in the Contract
	Forms and the information of name, address and amount of selected		
	bidder shall be given to all other bidders who submitted the bid.		
	40.2 If no bidder submits an application pursuant to ITB 43.1 within a period		
	of seven days of providing the notice under ITB 40.1 the Purchaser shall		

Bunati province Government Ormitory of health		
accept the bid selected in accordance with ITB 38.1 prior to of bid validity period, and notification of award shall be come to the bidder to furnish the performance security and sign the within fifteen days.		
	40.3 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.	
41. Performance Security	41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.	
	i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.	
	ii) For the bid price 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 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.	
	The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.	
	41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.	
42. Signing of Contract	42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.	
	42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of	





- 43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds.
- 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed.
- 43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:
 - (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application.
 - No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value *as stated in BDS*.
- 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.
- 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.
- 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.
- 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4.	
43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee <i>as stated in BDS</i> with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.	
43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.	
43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.	
44.1 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. 	
44.2 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 44.1, requests in writing the grounds on which its bid was not selected.	
45.1 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.	





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A. Introduction			
ITB 1.1	Name of the Purchaser: Sindhuli Hospital, Sindhuli		
ITB 1.1	Identification number of the Contract : NCB-SH-07-082/083		
ITB 2.1	Source of Fund: Government Budget		
ITB 4.1	Bidders from the following countries are not eligible: NA		
ITB 4.9	The foreign Bidder at the time of bid submission shall submit: All Docs as per ITB Shall declare to submit at the time of contract agreement: All Docs as per ITB		
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: NA		
	B. Bidding Document		
ITB 8.1	For clarification purposes only, the Purchaser's address is:		
	Attention: Bijay Gautam		
	Address: kamalamai		
	Designation: Officer 6th		
	Telephone: 9854042575 Facsimile Number:		
	Electronic Mail Address: surencool5555@gmail.com		
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline date for submission of bid		



design of realth			
ITB 8.2	Pre-Bid m	eeting shall not be organized.	
		C. Preparation of Bids	5
ITB 11.1	The language of the bid is: English / Nepali		
ITB 12.1 (h)	The Bidder shall submit the following additional document with its Bid: Company authorization letter		
ITB 14.1	Alternative Bids are not Permitted		
ITB 15.3	The prices	s quoted by the bidder shall not be adjustable	
ITB 17.1 (c)	The Bidders shall submit: Copy of Firm Registration Certificate Copy of Business Registration Certificate (if Required) Copy of VAT and PAN Registration Certificate, Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the F/Y [081-082] (Only for domestic bidders)		
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements		
ITB 19.3	The Bidder is not required to include with its bid, evidence that it will be represented by an Agent in Nepal.		
ITB 20.1	The Bid Validity Period Shall be 90 days		
ITB 21.1		The bid must be accompanied by bid security, amounting to a minimum of NRs 2,80,000.00 which shall be valid for minimum 30 days beyond the bid validity period 5 th April 2026	
	Sl. No.	Lot Name	Bid Security
	1	Supply and delivery of LAB chemicals	2,80,000.00

		Amounte Government Amounte Government Single of health
ITB 21.2	If the Bidder wishe	es to submit the Bid Security in the form of cash, the cash should be deposited in
	Bank Name:	Rastriya Banijya Bank Ltd.

Sindhuli Branch, Bagamati Province

Account Name: Sindhuli Hospital, Sindhuli

Account Number: 1060100202030000

Bank Address:

and submit the receipt of the deposited amount of cash along with the bid or if the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid

ITB 22.1 The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid

D. Submission and Opening of Bids

ITB 23.1 Bidders shall have the option of submitting their bids option 1: by electronic only

ITB 23.1 If the bidders shall have electronically option, then

- (a) If bidders submit their bids electronically, the electronic bidding submission procedures shall be: Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.
- 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 Invitation for Bid (IFB) or bidders may download the IFB and bidding document 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, the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
- v. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding 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 technical 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.

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ITB 23.1	The required forms and documents shall be part of bids: 1. Letter of Bid (Mandatory) 2. Bid Security (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory for domestic bidders) 5. Business Registration Certificate (if required, Mandatory) 6. Tax clearances certificate or evidence of tax return submission or extension of time (Mandatory for domestic bidders) 7. Power of Attorney of Bid signatory (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Joint venture agreement (Mandatory in case of JV Bid) 10. Completed Price Schedule (Mandatory) 11. Qualification Documents (Mandatory)
ITB 23.1	 12. Technical specifications 13. Delivery and Completion Schedule (Mandatory) 14. Additional Documents specified in ITB 12.1 (h) (If applicable) Note: The documents specified as "Mandatory" should be included in e-submission and non-submission of the
	documents shall be considered as non-responsive bid. viii. For verifying the authentic user, the system will send one-time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid. ix. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid. x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids: aa) The e-submitted bids must be readable through PDF reader. bb) The facility for submission of bid 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. cc) 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 24.1	For bid submission purposes only, the Purchaser's address is: Sindhuli Hospital, Sindhuli kamalamai Sindhuli Bagmati Province Nepal
ITB 24.1	The deadline for bid submission is: Date: 02-12-2025 12:00 hours.
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: 02-12-2025 14:00 Address: Sindhuli Hospital, Sindhuli, kamalamai, Sindhuli Bagamati Province Nepal
	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: The

e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and

time after login simultaneously by two members of the Bid opening committee.



E. Evaluation and Comparison of Bids						
ITB 39.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%					
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000).					
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 1 % of its bid price.					



Evaluation and Qualification Criteria 1 Evaluation Criteria

2 Qualifications





Section IV. Bidding Forms

Table of Forms

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1. Bid Submission Form

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

	Date: Contract No.:
	Invitation for Bid No.:
To:	
We	, the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document, including Addenda No.:;
(b)	We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services:
(c)	The total price of our Bid, excluding any discounts offered in item (d) below is:;
(d)	The discounts offered and the methodology for their application are:
	 ;
(e)	Our Bid shall be valid for a period of [<i>Insert 90 or 120</i>] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f)	If our Bid is accepted, we commit to obtain a Performance Security in the amount as specified in ITB 41 for the due performance of the Contract;
(g)	We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(h) induling the lowing commissions,	gratuities, or fe	es, if any, h	ave been	paid or	are to b	e paid	with
respect to the bidding proces	s or execution of	f the Contra	ict:				

	Name of Recipient	Address	Reason	Amount	
					
		·			
	(If none has been paid o	r is to be paid, indicate "n	none.")		
(i)	We understand that this Bio notification of award, shall is prepared and executed.		-	<u> </u>	
(j)	We understand that you are you may receive.	not bound to accept the l	owest evaluated bid	or any other bid that	
(k)	We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.				
(1)	We agree to permit GoN/DI documents relating to the b the GoN/DP.	<u> </u>	-		
Nar	me				
In t	he capacity of				
Sig	ned				
J					
Dul	y authorized to sign the Bid	for and on behalf of			
Dat	e				



2. Bidder's Information Form

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

[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.]

		Page	of	pages
1.	Bidder's Legal Name			
2	Bidder's Address:			
3	Bidder's Country of Registration:			
4.	Bidder's Year of Registration:			
5.	Bidder's Legal Address in Country of Registration			
6.	Bidder's Authorized Representative Information:Name: Address: Telephone/Fax numbers:			
	Email Address			
7	Bidder's Telephone/Fax numbers:			
8	Bidder's Email Address:			



3. Joint Venture Information Form

Lead	Name of the Lead Partner in Joint Venture:	
Partner		
	Place of Firm Registration:	
	Thee of Thin Registration.	
	Place of Business Registration:	
	Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture:	
	Place of Firm Registration:	
	Thee of Thin Registration.	
	Place of Business Registration:	
	Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture:	
	Place of Firm Registration:	
	race of rimi Registration.	
	Place of Business Registration:	
	Percentage of Partnership:	
	Name of the partner authorized to sign the	
	Name of the partner authorized to sign the Bid:	



4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)					
Year 1:	Year 2:	Year 3:			

Information from Balance Sheet

Total Assets		
Total Liabilities		
Net Worth		
Current Assets		
Current Liabilities		

Information from Income Statement

Total Revenues		
Profits Before Taxes		
Profits After Taxes		

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

5. Average Annual Turnover Form

billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last Years				
Year	Amount (in NRs)			
Average Annual Turnover				



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

	Financial Resou ces				
No.	Source of financing	Amount (in NRS)			
1					
2					
3					

Note: If Bidder's proposed source of financing is Line of Credits, the letter from the Bank must be in the prescribed format and stated details/terms and conditions as per the Bid Forms "Letter of Commitment for Bank's Undertaking for Line of Credit"

	7. Pending Litigation Form				
Each B	idder or member of a JV must fill in this form				
Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth		

And of the and	
8. Specific 8. Spe	IFB No.:
	Page of pages
Similar Contract	Information
Contract Identification	
Award date Completion date	
Total Contract amount	Currency
Description of the contract performed by the Bidder	<u> </u>
If partner in a JV or subcontractor, specify participation of total Contract amount	% Currency
Purchaser's Name:	
Purchaser's Address:	

Telephone/fax Purchaser's Telephone/fax Purchaser's E-mail:	number:	

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

Price Schedule For Goods

Name of Bidder _____ Invitation for Bid No.:_____

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

¹ The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

Sindhuli, Nepal	
VAT	
Grand Total	
[If there are more than one lot/slice/package, prepare Price Schedule form for a lot/slice/package]	eac h



[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law specified by Nepal Rastra Bank] [insert Bank's Name, and Address of Issuing Branch or Office]

Date: [insert date]

Beneficiary: [insert Name and Address of Purchaser]

BID GUARANTEE No.: [insert number]

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

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

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

- (a) has withdrawn or modifies its Bid:
 - i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
 - ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (e) is involved in fraud and corruption in accordance with the ITB.

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

Consecute ntly, any demand for payment under this guarantee must be received by us at the office on the state of the state
Name
In the capacity of
Duly authorized to sign the Bid Security for and on behalf of

Signed

Date



Invitation for Bids No:

Letter of Commitment for Bank's Undertaking for Line of Credit

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the commercial bank or Financial Institution)

Date:

Contract No:	
Name of Contract :	
То:	
[Name and address of Entity]	the Procuring
CRE	DIT COMMITMENT No: [insert number] nat [name of Bidder] (hereinafter called "the Bidder") intends to
submit to you its Bid (her	reinafter called "the Bid") for the execution of the Contract of
[description of Contract]	under the above Invitation for Bids (hereinafter called "the
IFB").	
Furthermore, we understa	nd that, according to your conditions, the Bidder's Financial
Capacity i.e. Liquid Asset	must be substantiated by a Letter of Commitment of Bank's
Undertaking for Line of Cr	edit.
At the request of, and arra	ngement with, the Bidder, we [name and address of the Bank]
do hereby agree and unde	rtake that [name and address of the Bidder] will be provided by
us with a revolving line of	credit, in case awarded the Contract, for execution of the
figure] (in words) for the	e of the Contract], for an amount not less than NRs [in sole purpose of the execution of the above Contract. This will be maintained by us until [Insert "Initial Contract Period"] ntity.
In witness whereof, authorized	orised representative of the Bank has hereunto signed and
sealed this Letter of Comm	nitment.
Signature	Signature



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

_			
Deter			
Date:			
IFB No.:			
To:			
WHEDEAC	who	oro	officia
WHEREAS	. WIIO	are	having
factories at			do
hereby authorizee	xclusive	ly to	
Bid in relation to the Invitation for Bids indicated above, the purpose of w			
provide the following Goods, manufactured by us			_ and to
subsequently negotiate and sign the Contract.			
We hereby extend our full guarantee and warranty in accordance with Cla Conditions of Contract, with respect to the Goods offered by the above Invitation for Bids.			
Name			
In the capacity of:			
Signed			
Duly authorized to sign the Authorization for and on behalf of			

Date

Dr. Abhishek Thapaliya Act. Director



PriceAdjustment: Table A - Local Currency

NA





Price Schedule for Goods

1 LAB Chemicals products

Procument Item Details

CI N	Item Description	Country of Origin	Quantity	Unit price (in NRs)		Total price (in
SL. No				In Figure	In Words	NRs)
1	Albumin 4x65mL		5			
2	Alkaline phosphatase - IFCC 3x63/3x20mL		7			
3	SGPT 3x63/3x20mL		7			
4	Amylase 2x55mL		6			
5	SGOT 3x63/3x20mL		9			
6	Bilirubin Driect 3x63/3x8mL		9			
7	Bilirubin Total TAB 3x63/3x8mL		9			
8	Calcium (Arsenazo) 2x40mL		6			
9	Enzymatic creatinine 3x52/3x20mL		8			
10	Glucose 5x65mL		8			
11	HDL-C Direct 3x53/3x20mL		8			
12	LDH - P 1x65/1x20mL		8			
13	LDL-C Direct 3x30/3x11mL		8			
14	Cholesterol 5x65mL		8			
15	Triglycerides 5x65mL		8			
16	Total Protein 2x50mL		5			
17	Uric Acid 4x60mL		8			
18	Urea U.V 3x65/3x20mL		8			
19	Glucose Hexokinase 3x63/3x20mL		15			
20	Alkaline Washing solution 1x1000ML		15			
21	Iron 2 x 30 mL		2			
22	Lipase 1x40/1x13mL		3			
23	Bath Additive 2x500ml		15			

ATA.
A-CO-
Ministry of Health
Annovince Government ectorate of Health Thuli Hospital
huli Hospital

		Sindhuli, Nepal	
24	Qualicheck Norm & Path 2x5 mL	6	
25	Sample cup	3000	
26	lamp CX4	1	
27	Multi Calibration 5x3ml	6	
28	Combina 13 Urine Test Strip (urin analysis)	5	
29	Maglumi TSH 100 Test Snibe	50	
30	Maglumi F T3 100 Test Snibe	50	
31	Maglumi F T4 100 Test Snibe	50	
32	Maglumi Vb 12 50 Test Snibe	6	
33	Maglumi 25 OH Vitamin D 50 Test Snibe	10	
34	Maglumi Anti CCP 50 Test Snibe	3	
35	Maglumi Anti -TPO 50 test snibe	3	
36	Maglumi ANA Screen 50 T Clia 2nd Gen	3	
37	Maglumi Ferritin 50 T Clia Snibe	3	
38	Maglumi Washing Solution 1000ml Snibe	15	
39	Maglumi Light Check 5x2ml Snibe	15	
40	Maglumi Starter 1 & 2 snibe	10	
41	maglumi Reaction Mudules 1x64 snibe	60	
42	Coralyzer 200 Wash Arm Tubing	1	
43	Coralyzer 200 Alp LS 40ml (coral)	5	
44	Coralyzer 200 Iron 75 MI	2	
45	Coralyzer 200 Lipase 25 MI (coral)	8	
46	Coralyzer 200 Albumin 80ml (Coral)	5	
47	Coralyzer 200 Amylase 80ml(Coral)	8	

	-
	1
800	
-//	Ministry of Health
Sin	Ministry of Health Chuli Hospital
3	rectorate of Health Idhuli Hospital

		Sindhuli, Nepal	
48	Coralyzer 200 Bilirubim T/D (coral)	8	
49	Coralyzer 200 Calcium 40ml (coral)	5	
50	Coralyzer 200 Calibration (coral)	6	
51	Coralyzer 200 Cholestrol 80ml (coral)	8	
52	Coralyzer 200 Cleaning Solution (coral)	5	
53	Coralyzer 200 Creatinine 60ml (coral)	9	
54	Coralyzer 200 DirectBilirubin 80ml Coral	9	
55	Coralyzer 200 Glucose 80ml (coral)	20	
56	Coralyzer 200 HDL -D 40ml (coral)	8	
57	Coralyzer 200 Lamp House Assembly	1	
58	Coralyzer 200 LDL- D 40ml (coral)	6	
59	Coralyzer 200 Normolyte Coral	5	
60	Coralyzer 200 Patholyte (coral)	5	
61	Coralyzer 200 Phosphorus 40 MI	2	
62	Coralyzer 200 SGOT 80ml (coral)	10	
63	Coralyzer 200 SGPT 80ml (coral)	10	
64	Coralyzer 200 TG 80ml (coral)	10	
65	Coralyzer 200 Total Protein 80ml (Coral)	10	
66	Coralyzer 200 Totalbilirubin 80ml Coral	10	
67	Coralyzer 200 Urea (GLDH) 80ml Coral	15	
68	Coralyzer 200 Uric Acid 40ml (Coral)	15	
69	Coralyzer 200 Washable Cuvette	70	

	44.
8	
-M	Ministry of Health
Son	Ministry of Health Charles of Health While Hospital
וויי	rectorate of Health ohuli Hospital
3	ndhuli Mandi

1 1		Sindhuli, Nepal		
70	Coralyzer 200 Washing Solution (coral)	3		
71	Fine Care FSH	3		
72	Fine Care LH	3		
73	Fine Care PSA	4		
74	Finecare MAU (micro Albumin) 25 Test	4		
75	D- Dimer Fine Care 25 Test	2		
76	Diluent 20ltr (Hemax)	5		
77	Lyse Diff 500ml (hemax) Purpal	5		
78	Lyse Diffl 1000 Ml (hemax) Yellow	5		
79	Cell Cleaner 100ml (hemax) Blue	3		
80	Diluent Penta 20 Ltr	2		
81	Lyse Diff. 500ml Penta	2		
82	Lyse LH 200ml Penta	2		
83	Probe Cleaner Penta	2		
84	CRP MISPA I2 (12009002)	30		
85	HBA1C MISPA I2 (12009006) 30 Test	30		
86	PT Mispa 200 Test	5		
87	Reagent Pack Humalyte Plus 3,1747	5		
88	Hemostat Thromboplastin P T , 6x10	5		
89	Humatrol N (normal Control Sera) 6x5ml	2		
90	Humatrol P (control Sera Abnormal) 6x5	2		
91	GD5 Diluent A 20ltr	10		
92	LH5 Lysing Reagent A 500ml	10		
93	LD5 Lysing Reagent A 1Ltr	10		
94	DD5 Fluorescent Dye A 45ml	5		
95	CC5 Cell Clean A 12ml	5		
	Total			





Schedule of Requirement

- 1. List of Goods and Related Services
- 2. Delivery and Completion Schedule
- 3. Technical Specifications
- 4. Drawing





The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantities of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.If the Goods and Related Services are grouped in lots, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots or not.

1 LAB Chemicals Product

Procument Item Details

SL. No	Item Description	Unit of Measurement	Quantity
1	Albumin 4x65mL	Pkt	5
2	Alkaline phosphatase - IFCC 3x63/3x20mL	Pkt	7
3	SGPT 3x63/3x20mL	Pkt	7
4	Amylase 2x55mL	Pkt	6
5	SGOT 3x63/3x20mL	Pkt	9
6	Bilirubin Driect 3x63/3x8mL	Pkt	9
7	Bilirubin Total TAB 3x63/3x8mL	Pkt	9
8	Calcium (Arsenazo) 2x40mL	Pkt	6
9	Enzymatic creatinine 3x52/3x20mL	Pkt	8
10	Glucose 5x65mL	Pkt	8
11	HDL-C Direct 3x53/3x20mL	Pkt	8
12	LDH - P 1x65/1x20mL	Pkt	8
13	LDL-C Direct 3x30/3x11mL	Pkt	8
14	Cholesterol 5x65mL	Pkt	8
15	Triglycerides 5x65mL	Pkt	8
16	Total Protein 2x50mL	Pkt	5
17	Uric Acid 4x60mL	Pkt	8
18	Urea U.V 3x65/3x20mL	Pkt	8
19	Glucose Hexokinase 3x63/3x20mL	Pkt	15
20	Alkaline Washing solution 1x1000ML	Pkt	15
21	Iron 2 x 30 mL	Pkt	2
22	Lipase 1x40/1x13mL	Pkt	3
23	Bath Additive 2x500ml	pkt	15
24	Qualicheck Norm & Path 2x5 mL	Pkt	6
25	Sample cup	pcs	3000
26	lamp CX4	Pkt	1
27	Multi Calibration 5x3ml	Pkt	6
28	Combina 13 Urine Test Strip (urin analysis)	Pkt	5
29	Maglumi TSH 100 Test Snibe	Pkt	50
30	Maglumi F T3 100 Test Snibe	Pkt	50



		Per source Government of the state of the st		
31	Maglumi F T4 100 Test Snibe	Shectorate of Health Shochulf Hospital Shochulf Hospital	50	
32	Maglumi Vb 12 50 Test Snibe	pkt	6	
33	Maglumi 25 OH Vitamin D 50 Test Snibe	Pkt	10	
34	Maglumi Anti CCP 50 Test Snibe	Pkt	3	
35	Maglumi Anti -TPO 50 test snibe	Pkt	3	
36	Maglumi ANA Screen 50 T Clia 2nd Gen	Pkt	3	
37	Maglumi Ferritin 50 T Clia Snibe	Pkt	3	
38	Maglumi Washing Solution 1000ml Snibe	Bottle	15	
39	Maglumi Light Check 5x2ml Snibe	Pkt	15	
40	Maglumi Starter 1 & 2 snibe	Pkt	10	
41	maglumi Reaction Mudules 1x64 snibe	Pkt	60	
42	Coralyzer 200 Wash Arm Tubing	Set	1	
43	Coralyzer 200 Alp LS 40ml (coral)	Kit	5	
44	Coralyzer 200 Iron 75 Ml	Kit	2	
45	Coralyzer 200 Lipase 25 MI (coral)	Kit	8	
46	Coralyzer 200 Albumin 80ml (Coral)	Kit	5	
47	Coralyzer 200 Amylase 80ml(Coral)	Kit	8	
48	Coralyzer 200 Bilirubim T/D (coral)	Kit	8	
49	Coralyzer 200 Calcium 40ml (coral)	Kit	5	
50	Coralyzer 200 Calibration (coral)	Kit	6	
51	Coralyzer 200 Cholestrol 80ml (coral)	Kit	8	
52	Coralyzer 200 Cleaning Solution (coral)	Kit	5	
53	Coralyzer 200 Creatinine 60ml (coral)	Kit	9	
54	Coralyzer 200 DirectBilirubin 80ml Coral	Kit	9	
55	Coralyzer 200 Glucose 80ml (coral)	Kit	20	
56	Coralyzer 200 HDL -D 40ml (coral)	Kit	8	
57	Coralyzer 200 Lamp House Assembly	Pcs.	1	
58	Coralyzer 200 LDL- D 40ml (coral)	Kit	6	
59	Coralyzer 200 Normolyte Coral	vail	5	
60	Coralyzer 200 Patholyte (coral)	vail	5	
61	Coralyzer 200 Phosphorus 40 MI	Kit	2	
62	Coralyzer 200 SGOT 80ml (coral)	Kit	10	
63	Coralyzer 200 SGPT 80ml (coral)	Kit	10	
64	Coralyzer 200 TG 80ml (coral)	Kit	10	
65	Coralyzer 200 Total Protein 80ml (Coral)	Kit	10	
66	Coralyzer 200 Totalbilirubin 80ml Coral	Kit	10	
67	Coralyzer 200 Urea (GLDH) 80ml Coral	Kit	15	
68	Coralyzer 200 Uric Acid 40ml (Coral)	Kit	15	
69	Coralyzer 200 Washable Cuvette	Pcs.	70	
70	Coralyzer 200 Washing Solution (coral)	Kit	3	
71	Fine Care FSH	Box	3	



73 Fine Care PSA Box	4
	4
74 Finecare MAU (micro Albumin) 25 Test Box	4
75 D- Dimer Fine Care 25 Test Box	2
76 Diluent 20ltr (Hemax) Jar	5
77 Lyse Diff 500ml (hemax) Purpal Bottle	5
78 Lyse Diffl 1000 Ml (hemax) Yellow Bottle	5
79 Cell Cleaner 100ml (hemax) Blue Bottle	3
80 Diluent Penta 20 Ltr Jar	2
81 Lyse Diff. 500ml Penta Bottle	2
82 Lyse LH 200ml Penta Bottle	2
83 Probe Cleaner Penta Pcs.	2
84 CRP MISPA I2 (12009002) Kit	30
85 HBA1C MISPA I2 (12009006) 30 Test Kit	30
86 PT Mispa 200 Test Kit	5
87 Reagent Pack Humalyte Plus 3,1747 Kit	5
88 Hemostat Thromboplastin PT, 6x10 Kit	5
89 Humatrol N (normal Control Sera) 6x5ml Kit	2
90 Humatrol P (control Sera Abnormal) 6x5 Kit	2
91 GD5 Diluent A 20ltr jar	10
92 LH5 Lysing Reagent A 500ml bottle	10
93 LD5 Lysing Reagent A 1Ltr botle	10
94 DD5 Fluorescent Dye A 45ml kit	5
95 CC5 Cell Clean A 12ml kit	5



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

1 LAB	Chemicals products				
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
1	Albumin 4x65mL	Sindhuli Hospital	As per order	As per order	
2	Alkaline phosphatase - IFCC 3x63/3x20mL	Sindhuli Hospital	As per order	As per order	
3	SGPT 3x63/3x20mL	Sindhuli Hospital	As per order	As per order	
4	Amylase 2x55mL	Sindhuli Hospital	As per order	As per order	
5	SGOT 3x63/3x20mL	Sindhuli Hospital	As per order	As per order	
6	Bilirubin Driect 3x63/3x8mL	Sindhuli Hospital	As per order	As per order	
7	Bilirubin Total TAB 3x63/3x8mL	Sindhuli Hospital	As per order	As per order	
8	Calcium (Arsenazo) 2x40mL	Sindhuli Hospital	As per order	As per order	
9	Enzymatic creatinine 3x52/3x20mL	Sindhuli Hospital	As per order	As per order	
10	Glucose 5x65mL	Sindhuli Hospital	As per order	As per order	
11	HDL-C Direct 3x53/3x20mL	Sindhuli Hospital	As per order	As per order	
12	LDH - P 1x65/1x20mL	Sindhuli Hospital	As per order	As per order	
13	LDL-C Direct 3x30/3x11mL	Sindhuli Hospital	As per order	As per order	
14	Cholesterol 5x65mL	Sindhuli Hospital	As per order	As per order	
15	Triglycerides 5x65mL	Sindhuli Hospital	As per order	As per order	
16	Total Protein 2x50mL	Sindhuli Hospital	As per order	As per order	
17	Uric Acid 4x60mL	Sindhuli Hospital	As per order	As per order	
18	Urea U.V 3x65/3x20mL	Sindhuli Hospital	As per order	As per order	
19	Glucose Hexokinase 3x63/3x20mL	Sindhuli Hospital	As per order	As per order	
20	Alkaline Washing solution 1x1000ML	Sindhuli Hospital	As per order	As per order	
21	Iron 2 x 30 mL	Sindhuli Hospital	As per order	As per order	
22	Lipase 1x40/1x13mL	Sindhuli Hospital	As per order	As per order	
23	Bath Additive 2x500ml	Sindhuli Hospital	As per order	As per order	
24	Qualicheck Norm & Path 2x5 mL	Sindhuli Hospital	As per order	As per order	
25	Sample cup	Sindhuli Hospital	As per order	As per order	
26	lamp CX4	Sindhuli Hospital	As per order	As per order	
27	Multi Calibration 5x3ml	Sindhuli Hospital	As per order	As per order	
28	Combina 13 Urine Test Strip (urin analysis)	Sindhuli Hospital	As per order	As per order	

I I	Markowi TCH 100 Tark	ı	Ministry of Health Single of Health Single of Health Single Hospita		
29	Maglumi TSH 100 Test Snibe	Sindhuli Hospital	As per order	As per order	
30	Maglumi FT3 100 Test Snibe	Sindhuli Hospital	As per order	As per order	
31	Maglumi F T4 100 Test Snibe	Sindhuli Hospital	As per order	As per order	
32	Maglumi Vb 12 50 Test Snibe	Sindhuli Hospital	As per order	As per order	
33	Maglumi 25 OH Vitamin D 50 Test Snibe	Sindhuli Hospital	As per order	As per order	
34	Maglumi Anti CCP 50 Test Snibe	Sindhuli Hospital	As per order	As per order	
35	Maglumi Anti -TPO 50 test snibe	Sindhuli Hospital	As per order	As per order	
36	Maglumi ANA Screen 50 T Clia 2nd Gen	Sindhuli Hospital	As per order	As per order	
37	Maglumi Ferritin 50 T Clia Snibe	Sindhuli Hospital	As per order	As per order	
38	Maglumi Washing Solution 1000ml Snibe	Sindhuli Hospital	As per order	As per order	
39	Maglumi Light Check 5x2ml Snibe	Sindhuli Hospital	As per order	As per order	
40	Maglumi Starter 1 & 2 snibe	Sindhuli Hospital	As per order	As per order	
41	maglumi Reaction Mudules 1x64 snibe	Sindhuli Hospital	As per order	As per order	
42	Coralyzer 200 Wash Arm Tubing	Sindhuli Hospital	As per order	As per order	
43	Coralyzer 200 Alp LS 40ml (coral)	Sindhuli Hospital	As per order	As per order	
44	Coralyzer 200 Iron 75 MI	Sindhuli Hospital	As per order	As per order	
45	Coralyzer 200 Lipase 25 Ml (coral)	Sindhuli Hospital	As per order	As per order	
46	Coralyzer 200 Albumin 80ml (Coral)	Sindhuli Hospital	As per order	As per order	
47	Coralyzer 200 Amylase 80ml(Coral)	Sindhuli Hospital	As per order	As per order	
48	Coralyzer 200 Bilirubim T/D (coral)	Sindhuli Hospital	As per order	As per order	
49	Coralyzer 200 Calcium 40ml (coral)	Sindhuli Hospital	As per order	As per order	
50	Coralyzer 200 Calibration (coral)	Sindhuli Hospital	As per order	As per order	
51	Coralyzer 200 Cholestrol 80ml (coral)	Sindhuli Hospital	As per order	As per order	
52	Coralyzer 200 Cleaning Solution (coral)	Sindhuli Hospital	As per order	As per order	
53	Coralyzer 200 Creatinine 60ml (coral)	Sindhuli Hospital	As per order	As per order	

			Ministry of Health		
54	Coralyzer 200 DirectBilirubin 80ml Coral	Sindhuli Hospital	As per order	As per order	
55	Coralyzer 200 Glucose 80ml (coral)	Sindhuli Hospital	As per order	As per order	
56	Coralyzer 200 HDL -D 40ml (coral)	Sindhuli Hospital	As per order	As per order	
57	Coralyzer 200 Lamp House Assembly	Sindhuli Hospital	As per order	As per order	
58	Coralyzer 200 LDL- D 40ml (coral)	Sindhuli Hospital	As per order	As per order	
59	Coralyzer 200 Normolyte Coral	Sindhuli Hospital	As per order	As per order	
60	Coralyzer 200 Patholyte (coral)	Sindhuli Hospital	As per order	As per order	
61	Coralyzer 200 Phosphorus 40 MI	Sindhuli Hospital	As per order	As per order	
62	Coralyzer 200 SGOT 80ml (coral)	Sindhuli Hospital	As per order	As per order	
63	Coralyzer 200 SGPT 80ml (coral)	Sindhuli Hospital	As per order	As per order	
64	Coralyzer 200 TG 80ml (coral)	Sindhuli Hospital	As per order	As per order	
65	Coralyzer 200 Total Protein 80ml (Coral)	Sindhuli Hospital	As per order	As per order	
66	Coralyzer 200 Totalbilirubin 80ml Coral	Sindhuli Hospital	As per order	As per order	
67	Coralyzer 200 Urea (GLDH) 80ml Coral	Sindhuli Hospital	As per order	As per order	
68	Coralyzer 200 Uric Acid 40ml (Coral)	Sindhuli Hospital	As per order	As per order	
69	Coralyzer 200 Washable Cuvette	Sindhuli Hospital	As per order	As per order	
70	Coralyzer 200 Washing Solution (coral)	Sindhuli Hospital	As per order	As per order	
71	Fine Care FSH	Sindhuli Hospital	As per order	As per order	
72	Fine Care LH	Sindhuli Hospital	As per order	As per order	
73	Fine Care PSA	Sindhuli Hospital	As per order	As per order	
74	Finecare MAU (micro Albumin) 25 Test	Sindhuli Hospital	As per order	As per order	
75	D- Dimer Fine Care 25 Test	Sindhuli Hospital	As per order	As per order	
76	Diluent 20ltr (Hemax)	Sindhuli Hospital	As per order	As per order	
77	Lyse Diff 500ml (hemax) Purpal	Sindhuli Hospital	As per order	As per order	
78	Lyse Diffl 1000 Ml (hemax) Yellow	Sindhuli Hospital	As per order	As per order	
79	Cell Cleaner 100ml (hemax) Blue	Sindhuli Hospital	As per order	As per order	
80	Diluent Penta 20 Ltr	Sindhuli Hospital	As per order	As per order	

			Sirectory of Health		
81	Lyse Diff. 500ml Penta	Sindhuli Hospital	As per in the state of health	As per order	
82	Lyse LH 200ml Penta	Sindhuli Hospital	As per order	As per order	
83	Probe Cleaner Penta	Sindhuli Hospital	As per order	As per order	
84	CRP MISPA I2 (12009002)	Sindhuli Hospital	As per order	As per order	
85	HBA1C MISPA I2 (12009006) 30 Test	Sindhuli Hospital	As per order	As per order	
86	PT Mispa 200 Test	Sindhuli Hospital	As per order	As per order	
87	Reagent Pack Humalyte Plus 3,1747	Sindhuli Hospital	As per order	As per order	
88	Hemostat Thromboplastin P T , 6x10	Sindhuli Hospital	As per order	As per order	
89	Humatrol N (normal Control Sera) 6x5ml	Sindhuli Hospital	As per order	As per order	
90	Humatrol P (control Sera Abnormal) 6x5	Sindhuli Hospital	As per order	As per order	
91	GD5 Diluent A 20ltr	Sindhuli Hospital	As per order	As per order	
92	LH5 Lysing Reagent A 500ml	Sindhuli Hospital	As per order	As per order	
93	LD5 Lysing Reagent A 1Ltr	Sindhuli Hospital	As per order	As per order	
94	DD5 Fluorescent Dye A 45ml	Sindhuli Hospital	As per order	As per order	
95	CC5 Cell Clean A 12ml	Sindhuli Hospital	As per order	As per order	



3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract

1 Lab Chemicals products							
Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer			
1	Albumin 4x65mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
2	Alkaline phosphatase - IFCC 3x63/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
3	SGPT 3x63/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
4	Amylase 2x55mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
5	SGOT 3x63/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
6	Bilirubin Driect 3x63/3x8mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
7	Bilirubin Total TAB 3x63/3x8mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
8	Calcium (Arsenazo) 2x40mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
9	Enzymatic creatinine 3x52/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
10	Glucose 5x65mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
11	HDL-C Direct 3x53/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
12	LDH - P 1x65/1x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
13	LDL-C Direct 3x30/3x11mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
14	Cholesterol 5x65mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
15	Triglycerides 5x65mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
16	Total Protein 2x50mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
17	Uric Acid 4x60mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
18	Urea U.V 3x65/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
19	Glucose Hexokinase 3x63/3x20mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
20	Alkaline Washing solution 1x1000ML	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
21	Iron 2 x 30 mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
22	Lipase 1x40/1x13mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
23	Bath Additive 2x500ml	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
24	Qualicheck Norm & Path 2x5 mL	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
25	Sample cup	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
26	lamp CX4	Aggape (Mispa C*4)	Aggape (Mispa C*4)				
27	Multi Calibration 5x3ml	Aggape (Mispa C*4)	Aggape (Mispa C*4)				



		An nowine Governor of the state		
28	Combina 13 Urine Test Strip (urin analysis)	human	Schreger of health Singhuli, Hepal human	
29	Maglumi TSH 100 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
30	Maglumi FT3 100 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
31	Maglumi F T4 100 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
32	Maglumi Vb 12 50 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
33	Maglumi 25 OH Vitamin D 50 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
34	Maglumi Anti CCP 50 Test Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
35	Maglumi Anti -TPO 50 test snibe	Maglumi 800 snibe	Maglumi 800 snibe	
36	Maglumi ANA Screen 50 T Clia 2nd Gen	Maglumi 800 snibe	Maglumi 800 snibe	
37	Maglumi Ferritin 50 T Clia Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
38	Maglumi Washing Solution 1000ml Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
39	Maglumi Light Check 5x2ml Snibe	Maglumi 800 snibe	Maglumi 800 snibe	
40	Maglumi Starter 1 & 2 snibe	Maglumi 800 snibe	Maglumi 800 snibe	
41	maglumi Reaction Mudules 1x64 snibe	Maglumi 800 snibe	Maglumi 800 snibe	
42	Coralyzer 200 Wash Arm Tubing	Corolyzer	Corolyzer	
43	Coralyzer 200 Alp LS 40ml (coral)	Corolyzer	Corolyzer	
44	Coralyzer 200 Iron 75 MI	Corolyzer	Corolyzer	
45	Coralyzer 200 Lipase 25 MI (coral)	Corolyzer	Corolyzer	
46	Coralyzer 200 Albumin 80ml (Coral)	Corolyzer	Corolyzer	
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48	Coralyzer 200 Bilirubim T/D (coral)	Corolyzer	Corolyzer	
49	Coralyzer 200 Calcium 40ml (coral)	Corolyzer	Corolyzer	
50	Coralyzer 200 Calibration (coral)	Corolyzer	Corolyzer	
51	Coralyzer 200 Cholestrol 80ml (coral)	Corolyzer	Corolyzer	
52	Coralyzer 200 Cleaning Solution (coral)	Corolyzer	Corolyzer	
53	Coralyzer 200 Creatinine 60ml (coral)	Corolyzer	Corolyzer	
54	Coralyzer 200 DirectBilirubin 80ml Coral	Corolyzer	Corolyzer	
55	Coralyzer 200 Glucose 80ml (coral)	Corolyzer	Corolyzer	
56	Coralyzer 200 HDL -D 40ml (coral)	Corolyzer	Corolyzer	
57	Coralyzer 200 Lamp House Assembly	Corolyzer	Corolyzer	
58	Coralyzer 200 LDL- D 40ml (coral)	Corolyzer	Corolyzer	
59	Coralyzer 200 Normolyte Coral	Corolyzer	Corolyzer	
60	Coralyzer 200 Patholyte (coral)	Corolyzer	Corolyzer	
61	Coralyzer 200 Phosphorus 40 Ml	Corolyzer	Corolyzer	

		of any of Health		
62	Coralyzer 200 SGOT 80ml (coral)	Corolyzer	Singuistry of Health Singuistry of Health Singuistry Si	
63	Coralyzer 200 SGPT 80ml (coral)	Corolyzer	Corolyzer	
64	Coralyzer 200 TG 80ml (coral)	Corolyzer	Corolyzer	
65	Coralyzer 200 Total Protein 80ml (Coral)	Corolyzer	Corolyzer	
66	Coralyzer 200 Totalbilirubin 80ml Coral	Corolyzer	Corolyzer	
67	Coralyzer 200 Urea (GLDH) 80ml Coral	Corolyzer	Corolyzer	
68	Coralyzer 200 Uric Acid 40ml (Coral)	Corolyzer	Corolyzer	
69	Coralyzer 200 Washable Cuvette	Corolyzer	Corolyzer	
70	Coralyzer 200 Washing Solution (coral)	Corolyzer	Corolyzer	
71	Fine Care FSH	Fine Care	Fine Care	
72	Fine Care LH	Fine Care	Fine Care	
73	Fine Care PSA	Fine Care	Fine Care	
74	Finecare MAU (micro Albumin) 25 Test	Fine Care	Fine Care	
75	D- Dimer Fine Care 25 Test	Fine Care	Fine Care	
76	Diluent 20ltr (Hemax)	Himex	Himex	
77	Lyse Diff 500ml (hemax) Purpal	Himex	Himex	
78	Lyse Diffl I 1000 MI (hemax) Yellow	Himex	Himex	
79	Cell Cleaner 100ml (hemax) Blue	Himex	Himex	
80	Diluent Penta 20 Ltr	Tulip penta	Tulip penta	
81	Lyse Diff. 500ml Penta	Tulip penta	Tulip penta	
82	Lyse LH 200ml Penta	Tulip penta	Tulip penta	
83	Probe Cleaner Penta	Tulip penta	Tulip penta	
84	CRP MISPA I2 (12009002)	AGAPPE	AGAPPE	
85	HBA1C MISPA I2 (12009006) 30 Test	AGAPPE	AGAPPE	
86	PT Mispa 200 Test	AGAPPE	AGAPPE	
87	Reagent Pack Humalyte Plus 3,1747	HUMAN	HUMAN	
88	Hemostat Thromboplastin PT, 6x10	HUMAN	HUMAN	
89	Humatrol N (normal Control Sera) 6x5ml	HUMAN	HUMAN	
90	Humatrol P (control Sera Abnormal) 6x5	HUMAN	HUMAN	
91	GD5 Diluent A 20ltr	AGAPPE	AGAPPE	
92	LH5 Lysing Reagent A 500ml	AGAPPE	AGAPPE	
93	LD5 Lysing Reagent A 1Ltr	AGAPPE	AGAPPE	
94	DD5 Fluorescent Dye A 45ml	AGAPPE	AGAPPE	
95	CC5 Cell Clean A 12ml	AGAPPE	AGAPPE	



4. Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. Such drawings, as part of the SR, are Contract documents and, therefore, shall be part of the Contract. Similarly, the Purchaser may request the Supplier to provide drawings either with its Bid or for approval during Contract execution. It is essential that the Purchaser prepares a List of Drawings showing all drawings it supplied and issued as part of the Procurement Document.



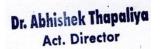
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Section VI. General Conditions of Contract

- **1. Definitions** 1.1. The following words and expressions shall have the meanings hereby assigned to them:
 - (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "GCC" means the General Conditions of Contract.
 - (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (1) "SCC" means the Special Conditions of Contract.
 - (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to





- whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) includes the legal successors or permitted assigns of the Supplier.
- "GoN" means the Government of Nepal. (o)
- "The Site," where applicable, means the place named in (p) the SCC.
- 2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply. For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" 3 is impairing or harming, or threatening to impair or harm, directly or indirectly, any

Fraud and 3. Corruption

[&]quot;Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and

^{2.} Contract **Documents**

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

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

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



party or the property of the party to influence improperly the actions of a party;

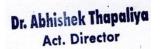
- (v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.
 - 3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:
 - (a) if it is established that the Supplier committed acts specified in ITB 3.2,
 - (b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.
- **4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Entire Agreement

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

4.3 Amendment

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

- 4.4 No waiver
 - (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract





or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.5 Severability

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

- 5. Language 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
 - 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- **6. Joint Venture,** 6.1 If the Supplier is a joint venture, consortium, or association, **Consortium or** all of the parties shall be jointly and severally liable to the

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

- 6.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.
- **7. Notices** 7.1 Any Notice given by one party to the other pursuant to the

Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.





- 7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- Governing Law 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
- **9. Settlement of Disputes** 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - 9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.
- 10. Scope of Supply
- 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 11. Delivery
- 11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.
- 12. Supplier's Responsibilities
- 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.



13. Purchaser's Responsibilities

- 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

14. Contract Price

- 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC. **15. Terms of** 15.1 The Contract Price shall be paid in Nepalese Currency.

Payment

- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- **16. Taxes and** 16.1 For goods supplied, the Supplier shall be entirely responsible **Duties** for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
- **17.1 Performance** 17.1 The Supplier shall, within fifteen (15) days of the receipt of **Security** notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
 - 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms





- stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- **18.** Copyright 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve

20. Subcontracting



the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings
 - (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified





in the SCC, and in any other instructions ordered by the Purchaser.

23. Insurance

- 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
- 24. Transportation
- 24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.
- **25.** Inspections and Tests 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.
 - 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC SubClause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
 - 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC SubClause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
 - 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
 - 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will



be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

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

- **27.** Warranty **27.1** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
 - 27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.
 - 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.





- 27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent 28.1 The Supplier shall, subject to the Purchaser's compliance with **Indemnity** GCC Sub-Clause 28.2, indemnify and hold har

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods

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

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own



- expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- 29. Limitation of Liability
- 30. Change in Laws and Regulations

of
production,
or loss of
profits or
interest
costs,
provided
that this
exclusion
shall not
apply to any

- 29.1 Except in cases of gross negligence or willful misconduct :
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss obligation of the
 - Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in



interpretation or application by

the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such

Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

- 31. Force Majeure
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments
- 32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any



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

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

33. Extensions of Time

- 33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.



34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) The supplier uses the advance payment for matters other than the contarctual obligations.
 - (iv) The purchaser may terminate the contract at any time in the following condition incase contract is terminated. Supplier shall have obliged to pay whole amount of remaining work or supply or fulfill the any Supplier obligation.
 - (a) does not commence the work as per the contract,
 - (b) abandons the contract without completing,
 - (c) fails to achieve progress as per the contract.
- (a) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (b) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.



34.3 Termination for Convenience

- (a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
- **35. Assignment** 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.



Section VII. Special Conditions of Contract (SCC)

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

Conflict, the provisions herein shan prevan over those in the GCC			
GCC 1.1(i)	The Purchaser's country is: Nepal		
GCC 1.1(j)	The Purchaser is: Sindhuli Hospital, Sindhuli		
GCC 1.1 (p)	The Site is: Sindhuli Hospital, Sindhuli		
GCC 5.1	The language shall be: Nepali / English		
GCC 7.1	For notices, the Purchaser's address shall be: Sindhuli Hospital, Sindhuli kamalamai Sindhuli Bagmati Province Nepal		
	For notices, the Supplier's address shall be:		
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at :Sindhuli Hospital, Sindhuli		
GCC 10.1	The Scope of Supply shall be defined in: Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.		





GCC 11.1 Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- a) Copies of the Suppliers invoice showing the description of the Goods, quantity, unit price, and total amount;
- b) Copy of packing list identifying the contents of each package;
- c) Delivery note, railway receipt, or truck receipt;
- d) Manufacturer's or Supplier's warranty certificate;
- e) Certificate of origin; and
- f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as				
GCC 14.2	2 Price adjustment is not allowed			
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser a) On Delivery and acceptance: [Usually Hundred (100)] percent. of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1. The advance payment shall be deducted from this payment Payment provision (to be paid in NRs).			
	SL No	Milestone Name	Payment Percentage	
	1	Advance payment	0	
	2	Delivery to site	100.0	
GCC 17.1	I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II. For the bid price 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 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 320 days. The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.			
GCC 17.3	The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter guaranteed by Commercial Bank Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.			
GCC 17.4 Discharge of the Performance Security shall take place: Insert (a) in accordance with GCC Sub-Clause 17.4; indicate how the Performance Security shall be discharged. For example insert: "Pursuant to GCC Sub-Clause delivery and acceptance of the Goods, the performance security shall be reduced to (specify percentage figure percent of the Contract to cover the Supplier's warranty obligations in accordance with GCC Clause 27.3.			nsert: "Pursuant to GCC Sub-Clause 17.4, after educed to (specify percentage figure, i.e. 3)	



	"India and the state of Health of the state
GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a. Contract number: b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content h. [Insert any other additional marking] Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. [Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on All Risks basis, including War Risks, riots and/or Strikes.
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on All Risks basis, including War Risks, riots and/or Strikes.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with [Indicate whether the responsibility for transportation shall be in accordance with Incoterms or other trade terms, such as The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser's country, defined as the project site, transport to such place of destination in the Purchaser's country including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.]
GCC 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places a. Goods: b. Type of Test: c. Type of Milestone: d. Place: e. Address: f. Country:
GCC 26.1	The applicable rate of liquidated damages shall be: 0.05%

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GCC 26.1	The maximum amount of liquidated damages shall be: 10% The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.
GCC 27.3	The period of validity of the Warranty shall be: 18 month For the purposes of the Warranty, the place of final destination shall be:
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: 30 days of being notified by the Purchaser of the occurrence of such defects



Section VIII. Contract Forms

Table of Forms

Letter of Intent
Letter of Acceptance
Agreement Form
Performance Security
Advance Payment Security





Letter of Intent

[onletterheadpaperoftheEmployer]

date	
Notes on Letter of Intent	
The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by a Employer and for providing information to other unsuccessful bidders who participated in the bid as regal to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled and sent to the successful Bidder only after evaluation and selection of substantially responsible low evaluated bid.	rd: d ii
TO: nameandaddressoftheContractor	
Subject: Issuanceofletterofintenttoawardthecontract	
This is to notify you that, it is our intention to award the contract	ł
Authorized Signature:	
Name: Title	∌:

CC:



[Insert name and address of all other Bidders, who submitted the bid]

Letter of Acceptance

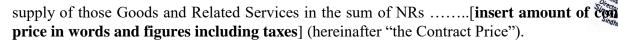
[onletterheadpaperoftheEmployer]

date
To:name and address of the Contractor
Subject: Notification of Award
This is to notify that your Bid dated date for execution of the
You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As petthe Conditions of Contract, you are also required to submit Performance Security, as specified in SCC consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.
The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.
Authorized Signature:
Name and Title of Signatory: Agreement Form

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [insert brief description of the Goods and Related Services] and has accepted a Bid by the Supplier for the





NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser's Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Requirements; and
 - (f) [indicate other documents required]

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- 3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of "Nepal" on the day, month, and year indicated above. Signed by [insert authorized signature for the Purchaser] (for the Purchaser)

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



Performance Security

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

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

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

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

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

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

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

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

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

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

Date: [insert date of signing]





Advance Payment Security

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

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

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

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

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

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

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

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

Date: [insert date of signing]





वागमती प्रदेश सरकार स्वास्थ्य मन्त्रालय स्वस्थ्य निर्देशनालय सिन्धुली अस्पताल सिन्धुली

ल्याब क्यामिकल्श आपूर्ती सम्बन्धी बोलपत्र आह्वानको सूचना

प्रथम पटक प्रकाशित मिति २०८२।०७१६

यस सिन्धुली अस्पताल, सिन्धुलीको ल्याब शाखाको लागि आ.व.२०८२।०८३ मा Bill Of Quantities (BOQ) बमोजिम ल्याब क्यामिकल्श आपूर्ति गर्न E-Bidding मार्फत बोलपत्र आह्वान भएकोले इच्छुक फर्म वा आपूर्तीकर्ताबाट प्यान वा भ्याट दर्ता प्रमाणपत्र, आ.व.२०८१।०८२ को करचुक्ता प्रमाणपत्र, लगायतका कागजातहरु संलग्न राखि तोकिएको अवधिभित्र निम्न शर्तहरुको अधिनमा रहने गरी रितपूर्वक बोलपत्र प्रस्ताव पेश गर्न यो सूचना आह्वान गरिन्छ।

- 9. तोकिएको धरौटी रकम रा.वा.बैंक, सिन्धुलीमा रहेको, प्रदेश को.ले.नि.का.,सिन्धुलीको धरौटी हिसाब नं. १०६०१००२०२०३०००० र कार्यालय कोड नं. ३७००१२५०१३ मा दाखिला गरिएको दोश्रो प्रति सक्कल बैंक भौचर वा ७५ दिन म्याद भएको (क) श्रेणीको मान्यता प्राप्त बैंकको विडवण्ड बोलपत्र साथ पेश गर्नपर्नेछ ।
- २. बोलपत्र खरिद दस्तुर वापतको रकम यस कार्यालयको कोड नं. कायम गरी राजश्व शिर्षक नम्बर १४२२९, राष्ट्रिय वाणिज्य बैंकको खाता नं. १०००१००२०००१००० मा जम्मा गरेको भौचर संलग्न राख्न् पर्नेछ ।
- ३. बोलपत्र स्वीकृत भएमा नियमानुसार कबोल अंकको ५% ले हुने धरौटी रकम उक्त धरौटी खातामा जम्मा गरेको सक्कल बैंक भौचर वा २०८३ साल श्रावण मसान्त सम्म मान्य हुने पर्फमेन्स बण्ड पेश गर्नु पर्नेछ ।
- ४. कारण जनाई वा नजनाई बोलपत्र रद्द गर्ने वा स्वीकृत गर्ने सम्पूर्ण अधिकार यस अस्पतालमा निहित रहनेछ ।
- ५. बोलपत्र आइटम वाइज स्वीकृत गरिनेछ।
- ६. बोलपत्र स्वीकृत भएपछि आपूर्तिकर्ताले अस्पतालको माग बमोजिमको परिमाणमा ल्याब क्यामिकल्स आपूर्ति गर्नुपर्नेछ । उक्त सामग्रीहरु आपुर्ती भएको एक महिना पछाडी रकम भुक्तानी गर्दै जानेछ ।
- ७. बोलपत्रमा उल्लेखित सामान आवश्यकता अनुसार चाहिएको बेलामा चाहिएको परिमाण मात्र माग गरिनेछ । आ.व.२०८२।०८३ को असार मसान्तसम्म माग भएका ल्याब क्यामिकल्सहरु सोहि दर मुल्यमा उपलब्ध गराउनु पर्नेछ ।
- ल्याब क्यामिकल्स आपूर्ति गर्ने आपूर्तिकर्ताले कम्पनिको आधिकारी पत्र समेत पेश गर्नु पर्नेछ ।
- ९. अन्य क्राहरु सार्वजनिक खरिद ऐन, २०६३ र सार्वजनिक खरिद नियमावली २०६४ बमोजिम हनेछ ।
- १०. विस्तृत जानकारीको लागि अस्पताल प्रशासन शाखामा ९८४१३५३९४२ मा सम्पर्क राख्नुहोला ।

बोलपत्र नम्बर	कार्य विवरण	न्युन्तम अनुमानित धरौटी रकम	बोलपत्र फारम दस्तुर
NCB-SH-07- 082/083	Supply and delivery of LAB Chemicals	२,५०,०००।-	₹,००० -