



सार्वजनिक खरिद ऐन, २०६३ को दफा ६५ को उपदफा (१) को खण्ड (ग) ले दिएको अधिकार बमोजिम
सार्वजनिक खरिद अनुगमन कार्यालयबाट जारी गरिएको

(Issued by the Public Procurement Monitoring Office in accordance with the authority given
by clause (c) of Subsection (1) of Section 65 of the Public Procurement Act, 2063)

Standard Bidding Document (SBD)

Procurement of Goods

National Competitive Bidding (NCB)

Single-Stage: Single Envelope (1S1E) Bidding Procedure

(Procurement without Bidder's Qualification)

Issued by:

Government of Nepal

Office of the Prime Minister and Council of Ministers

Public Procurement Monitoring Office (PPMO)

Kathmandu

September 2026

(Revised on July 2026)

(Revised on 12 August 2026)




ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Preface

This Standard Bidding Document for Procurement of Goods, has been prepared by Public Procurement Monitoring Office in accordance with the authority provided by Sub-section (1), clause (c) of Section 65 of Public Procurement Act, 2063 (2007) to facilitate Single-Stage Single-Envelope (ISIE) Bidding Procedures used for the procurement of Goods through National Competitive Bidding (NCB) procedure (Procurement without Bidder's Qualification) and is intended to be used by all the Public Entities as defined in clause (b) of Section 2 of same Act.

This document has 8 Sections, of which Section I (Instructions to Bidders) and Section VI (General Conditions of Contract) must not be altered or modified under any circumstances. The Invitation for Bid (IFB) is a copy for advertisement that provides relevant and essential information to help the Bidders to decide whether or not to participate in the particular bidding process; this is provided in the Bidding Document for information only.

The way in which a Purchaser addresses its specific needs is through the information provided in the Bid Data Sheet (BDS) and the Special Conditions of Contract (SCC) as well as in the detailed requirements of the procurement in the Schedule of Requirements.

If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of PPA and PPR shall prevail. So, if any amendments on Public Procurement Act 2063 or Public Procurement Regulation 2064 are made, the Purchaser shall incorporate such amendments when preparing a particular Bidding Document.

I would like to express my gratitude to the personnel of PPMO who involved and spent their continuous efforts in preparing this Standard Bidding Document.

(Secretary)

Public Procurement Monitoring Office
Office of the Prime Minister and Council of Ministers
Government of Nepal



श्रीम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Guidance Notes on the Use of The Standard Bidding Document

This Standard Bidding Document for **Procurement of Goods**, has been prepared by Government of Nepal (GoN), Public Procurement Monitoring Office (PPMO) to facilitate **Single-Stage: Single Envelope (IS1E) Bidding Procedures used for the procurement of Goods through a National Competitive Bidding procedure (NCB) procedure (Procurement without Bidder's Qualification)** and is applicable to all the Public Entities as defined in Public Procurement Act, 2063.

These guidance notes have been prepared by the PPMO to assist a Purchaser in the preparation of Bidding Document, using the Standard Bidding Document, for the procurement of Goods and Related Services. Guidance notes in the Standard Bidding Document within the left square bracket and right square bracket should be deleted.

This document has 8 Sections, of which Section I (Instructions to Bidders) and Section VI (General Conditions of Contract) must not be altered or modified under any circumstances. The Invitation for Bid (IFB) is a copy for advertisement that provides relevant and essential information to help the Bidders to decide whether or not to participate in the particular bidding process; this is provided in the Bidding Document for information only.

The way in which a Purchaser addresses its specific needs is through the information provided in the Bid Data Sheet (BDS) and the Special Conditions of Contract (SCC) as well as in the detailed requirements of the procurement in the Schedule of Requirements.

This Standard Bidding Document, when properly completed will provide all the information that a Bidder needs in order to prepare and submit a bid. This should provide a sound basis on which a Purchaser can fairly, transparently and accurately carry out a bid evaluation process on the Bids submitted by the bidders.

The Purchaser, before publishing the Invitation for Bids, should identify and approve from the competent authority the procurement requirements, its technical features, and cost estimate. Furthermore, the Purchaser should keep in mind the availability of the budget and possible slicing and packaging of the procurement requirements.

If any amendments on Public Procurement Act 2063 or Public Procurement Regulation 2064 are made, the Purchaser shall incorporate such amendments when preparing a particular Bidding Document.

The following briefly describes the Sections of the Standard Bidding Document and how a Purchaser should use these when preparing a particular Bidding Document.



19
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help the Bidders to prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.

The Instructions to Bidders (ITB) specify the procedures that regulate the bidding process. The ITB contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The ITB clearly identify the provisions that may need to be specified for a particular bidding process and require that such specification be introduced **through the BDS**.

This Section also contains the criteria to be used by the Purchaser in order to determine the Substantially Responsive Bid closest to the Average Bid Price and the qualifications of the Bidder to perform the Contract.

The Instructions to Bidders are not a Contract document and, therefore, **are not a part of the Contract**.

Section II. Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) contains information and provisions that are specific to each bidding process. The Purchaser must specify in the BDS only the information that the ITB request be specified in the BDS. All information shall be provided; **no clause shall be left blank**.

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This Guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

Section III. Evaluation and Eligibility Criteria (EEC)

The purpose of the Evaluation and Eligibility Criteria (EEC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the substantially responsive bid closest to the Average Bid Price. The Purchaser shall follow the Section III Evaluation and Eligibility Criteria (EEC) and prepare the EEC without substantial deviation by taking into account the nature, quantity, and or amount of the procurement and its related services and include it as a part of the Bidding Document. In determining the Evaluation and Eligibility Criteria, the Purchaser should not limit the competition or make onerous criteria. The EEC is not a part of the Contract document.



iii

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section IV. Bidding Forms

This Section provides the standard format for the Letter of Technical and Letter of Price Bid, Bidder's Information Form, Financial Situation Form, Average Annual Turnover Form, Financial Resources Form, Pending Litigation Form, Specific Experience Form, Price Schedule, Bid Security Form and the Manufacturer's Authorization Letter to be submitted by the Bidder.

In the case of Price Schedule, the Purchaser shall fill the column 1 item and column 2 descriptions of Goods and related services in accordance with Schedule of Requirements. This Guide helps the Purchaser and Bidder to fill in all the required information in the Price Schedule Form.

Section V. Schedule of Requirements (SR)

This Section provides the information on the List of Goods and Related Services, Delivery and Completion Schedules, Technical Specifications and Drawings. The Purchaser must carefully prepare this section for each object of procurement.

The Schedule of Requirements (SR) shall provide sufficient information to enable Bidders to efficiently and accurately prepare Bids that are realistic and competitive. The SR is a part of the Contract document and, therefore, The Purchaser must prepare the SR and include it as a part of the Bidding Document.

The SR should be complete, precise, and clear. An incomplete, imprecise, or unclear SR may prompt Bidders to require clarifications from the Purchaser or to submit conditional bids that may be based on different understandings of the Purchaser's requirements. Depending on the nature of the clarifications, the Purchaser may need to amend the Bidding Document and eventually to extend the bid-submission deadline. Conditional bids would lead to the rejection of Bids. Bids that are not comparable cannot be evaluated.

The Purchaser shall assign experienced staff to draft the SR in a manner permitting the widest possible competition, while at the same time clearly specifying the required standards of workmanship, the characteristics of materials and performance of the Goods, and the delivery and completion of the Goods and Related Services. Only by following this approach will ensure that the objectives of economy, efficiency, fairness, and transparency in procurement can be realized as envisaged under National Competitive Bidding (NCB) procedures.

Section VI. General Conditions of Contract (GCC)

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. This Section provides the General Conditions of Contract that will apply to the Contract for which the Bidding document is issued. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such information be introduced **through the SCC**.



19.

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section VII. Special Conditions of Contract (SCC)

This Section provides Clauses specific to the particular Contract that modify or supplement Section VI: General Conditions of Contract.

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Document, all information that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the Purchaser to input all information required. It includes a SCC format that summarizes all information to be provided.

The SCC is the part of Contract Document, therefore, the Purchaser shall provide the information in appropriate manner as indicated in the SCC.

Section VIII. Contract Forms

This Section contains the Sample format for Letter for Intent, Letter of Acceptance, Contract Agreement Form, the forms for Performance Security and Advance Payment Security.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

BIDDING DOCUMENT

For

The Procurement of Supply and Delivery of Medicine and Surgical goods

National Competitive Bidding (NCB)
Single-Stage: Single-Envelope (1S1E) Bidding Procedure
(Procurement of Goods without Bidder's Qualification)

Gaushala Municipality
Office Of Muncipal excutive
Gaushala Mahottari



Issued on: 2083/05/26

Issued to:

Invitation for Bids No.: GAU/NCB/GOODS/01-2083-084

NCB No.: GAU/NCB/GOODS/01-2083-084

Contract Identification No.: GAU/NCB/GOODS/01-2083-084

A handwritten signature in black ink, appearing to be '19' or similar, written over a horizontal line.

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Abbreviations

BDS	Bid Data Sheet
DP	Development Partner
EQC	Evaluation and Qualification Criteria
e-GP	Electronic Government Procurement
ELI	Eligibility
EOC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN ¹	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
LGRS	List of Goods and Related Services
LIT	Litigation
NCB	National Competitive Bidding
NPR	Nepalese Rupees
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
PS	Provisional Sum
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SR	Schedule of Requirements
TS	Technical Specifications
USD	United States Dollar
VAT	Value Added Tax

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




ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Table of Contents

Invitation for Bids

PART 1 – Bidding Procedures

Section I. Instructions to Bidders.....	4
Section II. Bid Data Sheet.....	36
Section III. Evaluation and Eligibility Criteria.....	41
Section IV. Bidding Forms.....	49

PART 2 – Supply Requirements

Section V. Schedule of Requirements.....	62
--	----

PART 3 – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract.....	68
Section VII. Special Conditions of Contract.....	87
Section VIII. Contract Forms.....	93



19

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Invitation for Bids

[Government of Nepal (GoN) or other public entity if applicable]
[Name of Purchaser]

Date of publication : 2083/05/26

Invitation for Bids No: GAU/NCB/GOODS/01-2083-084

1. *Gaushala Municipality, office of municipal Executive Gaushala, Mahottari* has *allocated funds* towards the cost of Supply and Delivery of Medicine and Surgical goods and intends to apply part of the funds to cover eligible payments under the Contract for *Supply and Delivery of Medicine and Surgical goods* (GAU/NCB/GOODS/01-2083-084). Bidding is open to all eligible Bidders from all countries as defined in ITB Clause 4 (Eligible Bidders)..
2. The *Gaushala Municipality, office of municipal Executive Gaushala, Mahottari* invites *sealed* bids from eligible bidders for the procurement of Supply and Delivery of Medicine and Surgical goods under National competitive bidding – Single Stage Single Envelope procedures.
[Note: In case of IFB to be published as slice/package/lot basis the Purchaser may add following information:
The bidder may submit the bid for single or more packages/lots as mentioned below and offer discounts/ cross discounts. Evaluation will be done for each package/lot, 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 *Gaushala Municipality, Gaushala Mahottari* Email: store.gaushalamun@gmail.com, mobile no: 9854054111.
4. A complete set of Bidding Documents may be purchased from the office of *Municipality, Executive, Gaushala-04, Mahottari* and the office of Store Department of Gaushala Municipality by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NPR 3000 till 2083/06/15 during office hours *in the account as specified below.*

Information to deposit the cost of bidding document in Bank:

Rajaswa (revenue) Shirshak no. 14229

Information to deposit the cost of bidding document in Bank:

Name of the Bank: Nepal Bank Limited Gaushala Branch

Name of Office : GA1.1 GAUSHALA NA.PA. AANTARIK RAJASWA KHATA

Office Code no. : 80218401300

Account no.: 09403000001001000001

4
2083/05/26
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

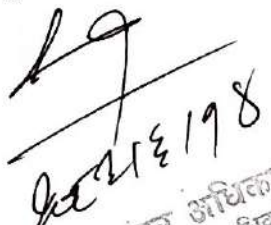


5. Pre-bid meeting shall be held at **Gaushala Municipality, office of municipal Executive Gaushala, Mahotta** at 2083/06/06

6. Sealed bids must be submitted to the office **Gaushala Municipality, office of municipal Executive Gaushala, Mahotta** by hand/courier before 2083/06/16 on 12:00 hours 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 2083/06/16 14:00 Hours at the office of **Gaushala Municipality Nagar shabha hall** Bids must be valid for a period of **90 day** from the bid submission deadline 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 NPR **150,000** which shall be valid for 30 days beyond the validity period of the bid 2083/10/19

8. If the last date of purchasing and /or submission falls on a public holiday² applicable to purchaser, then the next working day shall be considered as the last date. In such case the validity period of the **bid and bid security** shall remain the same as specified for the original last date of bid submission.


2083/06/198
जोम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

² In case of electronic bid invitation, purchaser shall extend the deadline as required in the e-GP system.

Part 1: BIDDING PROCEDURES



19
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section I. Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Table of Contents

A.	General	9
1.	Scope of Bid	9
2.	Source of Funds	9
3.	Fraud and Corruption	9
4.	Eligible Bidders	12
5.	Eligible Goods and Related Services	14
6.	Site Visit	14
B.	Contents of Bidding Document	14
7.	Sections of the Bidding Document	14
8.	Clarification of Bidding Document/Pre-bid meeting	15
9.	Amendment of Bidding Document	16
C.	Preparation of Bids	16
10.	Cost of Bidding	16
11.	Language of Bid	16
12.	Documents Comprising the Bid	16
13.	Letter of Bid and Price Schedules	17
14.	Alternative Bids	17
15.	Bid Prices and Discounts	17
16.	Currencies of Bid	18
17.	Documents Establishing the Eligibility of the Bidder	18
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18
19.	Documents Establishing the Eligibility of the Bidder	19
20.	Period of Validity of Bids	20
21.	Bid Security	21
22.	Format and Signing of Bid	22
D.	Submission and Opening of Bids	23



19
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

23. Sealing and Marking of Bids	23
24. Deadline for Submission of Bids	26
25. Late Bids	26
26. Withdrawal, or Modification of Bids	28
27. Bid Opening	29
E. Evaluation and Comparison of Bids	29
28. Confidentiality	29
29. Clarification of Bids	30
30. Deviations, Reservations, and Omissions	30
31. Examination of Bid	30
32. Determination of Responsiveness	31
33. Non-material Non-conformities	32
34. Correction of Arithmetical Errors	32
35. Goods manufactured in Nepal to be procured	32
36. Evaluation and Comparison of Bids	34
37. Post-qualification of the Bidder	34
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	34
F. Award of Contract	34
39. Award Criteria	34
40. Purchaser's Right to Vary Quantities at Time of Award	34
41. Letter of Intent to award the Contract/ Notification of Award	35
42. Performance Security	35
43. Signing of Contract	35
44. Complaint and Review	36



ओल बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section I. Instructions to Bidders (ITB)

A. General

1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser as indicated in the 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, identification, and number of contracts (packages/lots) are indicated in BDS. 1.2 Throughout this Bidding Document: (a) the term "in writing" means communicated in written form through e-GP system, email, fax or courier 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) indicated in the BDS 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") indicated in the BDS toward the cost of the project named in the BDS. 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.
3. Fraud and Corruption	3.1 Purchasers as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this::



[Signature]
 ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

(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




ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

(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, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other competing bidders,
- (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
- (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.

3.3 PPMO, on the recommendation of the Purchaser may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,
- (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.
- (d) if the Successful Bidder fails to sign the Contract.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

- (c) a Bidder requests for withdrawal or modification of its bid:
- (i) after the Bid Submission deadline and during the period of 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.
- (f) if the bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification pursuant to ITB 29.1.
- (g) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 29.1.

3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO, the competent authority, and/or the DP including credit information bureau of Nepal for failure to repay a loan disbursed by a bank or financial institution.

3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.

3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c).

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, shall have nationality from an eligible country, except as specified in the **BDS**.

4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) 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



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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.
- (g) a Bidder that has a close business or family relationship with a professional staff of the Purchaser.

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. The list of debarred firms is available at the electronic address **specified in the BDS**.

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.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

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



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

- 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 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 or evidence of time extension from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents *indicated in the BDS* at the time of bid submission and a declaration to submit the document(s) *indicated in the BDS* at the time of contract agreement shall only be eligible

5. Eligible Goods and Related Services
- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country *specified in the BDS*.
- 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, cultivated, manufactured, processed or produced, or through manufacture, processing, or assembly, another commercially recognized goods or product results that differs substantially in its basic characteristics from its imported or produced, or the place from which the related services are supplied
- 5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.

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.

B. Contents of Bidding Document

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 Eligibility Criteria Section IV. Bidding Forms PART 2 Supply Requirements Section V. Schedule of Requirements (SR) 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 In case of hard copy submission, the Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office 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
8. Clarification of Bidding Document/P re-bid meeting	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> or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. 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 ITB 24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date, and time as <i>specified in the BDS</i> 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.



19

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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. 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. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.
--	---

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.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a) Letter of Bid 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, at Bidder's option and 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



19

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	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, <i>required in the BDS</i>. 12.2 The Bidder is solely responsible for the authenticity of the submitted documents.
13. Letter of Bid and Price Schedules	13.1 The Bidder shall submit the Letter of Bid 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. 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. Bid Prices and Discounts	15.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. 15.2 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. 15.3 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. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. 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 36.3. Unit rates and prices for all items in the Schedule of Requirements shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected. 15.4 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 <i>specified in the BDS</i>. A Bid submitted with an



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 3.2. However, if in <i>accordance with the BDS</i>, 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. 15.5 The Bidder's separation of price components in accordance with ITB 15.2 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. 15.6 The price to be quoted in the Letter of Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid. 15.7 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 discount and methodology for its application shall be quoted in Letter of Bid. 15.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Bids for all lots are submitted and opened at the same time.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Letter of Bid, included in Section IV, Bidding Forms; and (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 Section III, Evaluation and Eligibility Criteria</i>.
18. Documents Establishing the Conformity	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



of the Goods and Related Services to the Bidding Document	the requirements specified in Section V, Supply of 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 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser. 18.4 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 Establishing the Eligibility of the Bidder	19.1 The documentary evidence of the Bidder's eligibility to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the Eligibility criterion specified in Section III, Evaluation and Eligibility 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 Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided. 19.3 If so <i>required in the BDS</i>, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: - Name and address of the Agent/Representative, - The Agent/Representative providing type of services, - Amount of commission if the Agent/Representative is entitled to



	get such payment and if it participates in the procedure of payment. d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", If the agent has not been appointed: a. Source of information about tender invitation, b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender, c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange. 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period <i>specified in the BDS</i>. The bid validity period shall start from the bid submission deadline as prescribed by the Purchaser in accordance with ITB 24.1. If the prescribed bid submission deadline date falls on a public holiday applicable to the Purchaser, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive. In the case of electronic bid submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for bid submission. However, the validity period of the bids shall still be counted from the original bid submission deadline. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: - original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; - 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 either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2. A bid security valid for a shorter period shall be rejected by the Purchaser as nonresponsive. 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 substantially 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 The Purchaser shall return the bid securities except those that are to be forfeited as per ITB 21.5 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 42.1 and ITB 43.1.



21.5 The Bid Security may be forfeited in occurrence any of the following:

- (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 ITB 29.1;
- (c) a Bidder involves in fraud and corruption pursuant to ITB 3.1;
- (d) the successful Bidder fails to:
 - (i) furnish a performance security in accordance with ITB 42.1; or
 - (ii) sign the Contract in accordance with ITB 43.1; or
 - (iii) accept the correction of arithmetical errors pursuant to ITB 34.

21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY NO... - BID". In the event of any discrepancy between the original and the copies, the original shall prevail.

In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (c).

22.2 The original and all copies of the bid shall be typed or written in indelible



22

[Signature]
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as <i>specified in the BDS</i> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid. 22.3 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

23. Scaling 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. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail, 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 No.... –BID” as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. (b) 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. The bidder can prepare their technical and price 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. v. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids. vi. In case of bid submission in JV, the consent of the partners shall
---	---



ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required documents and forms shall be prepared in PDF form and/or shall be filled in the web forms in the e-GP system as specified below.

No.	Document	Requirement	Remarks
1.	Letter of Bid	Mandatory	PDF/ Hard Copy
2.	Bid Security/Bank Guarantee	Mandatory	PDF/ Hard Copy
3.	Firm or Company registration Certificate	Mandatory	PDF/HardCopy
4.	VAT registration Certificate	Mandatory (for domestic bidders only)	PDF/HardCopy
5.	Business Registration Licence (Certificate)	Mandatory	PDF/HardCopy
6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension	Mandatory (for domestic bidders only)	PDF/HardCopy
7.	Power of Attorney of Bid signatory	Mandatory	PDF/HardCopy
8.	Joint venture agreement	Mandatory in case of JV Only	PDF/HardCopy
9.	Eligibility Documents	Mandatory	PDF/HardCopy
10.	Completed Price Schedule	Mandatory	Online Forms//HardCopy
11.	Technical	Mandatory	PDF or



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	Specification		Online/HardCopy Forms
12.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms/HardCopy
13.	Price Adjustment Table	Mandatory (If applicable)	PDF/Online Forms/HardCopy
15.	Additional documents] specified in ITB 12.1 (h)	Mandatory (If any)	PDF/HardCopy

Note:

- a) The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.
- b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.
- vii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.
- 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



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	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. 23.2 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 24.1; and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING" (d) bear the specific identification of this bidding process indicated in BDS 1.1. 23.3 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. 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 Modification 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. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy GoN Funded:



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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 22.2 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:

- (a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and
- (b) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

DP Funded:

Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

(ii) E-submitted bids.

- 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 be 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 The following provisions apply for withdrawal or modification of the Bids:

GoN Funded

- (i) 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.

- (ii) 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. DP Funded No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof. 26.4 Except in case of any modification or correction in bid document made by Purchaser, Bidder may submit request for withdrawal or modification only one time. 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 Purchaser. 26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.
27. Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the opening of Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time specified in the BDS. 27.2 The opening committee shall download the e-submitted Bid files. The e-GP 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. 27.3 Electronically submitted Bid shall be opened at first in the same time and date as <i>specified above</i>. 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. 27.4 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. Next, envelopes marked



28.

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	"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. 27.5 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the Bid Price(s) (per lot/package if applicable), including any discounts and alternative bids and indicating whether there is a modification; the presence of a Bid Security, 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. 27.6 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 online 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

28. Confidentiality	28.1 Information relating to the examination, evaluation, comparison, 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 41.1. 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison 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, and comparison 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




 ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

	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 34. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Bid as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid. 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid shall be rejected.
30. Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (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. Examination of Bid	31.1 The purchaser shall examine the Bid to confirm that all documents and technical information requested in ITB 12.1 have been submitted. If any of these documents or information (except alternative Bid which is optional) is missing, the bid shall be rejected. 31.2 In case of e-submission bids, the Purchaser shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
32. Determination of Responsiveness	32.1 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 12.1. 32.2 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, (a) 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



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 32.3 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. 32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. 32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.
33. Non-material Non-conformities	33.1 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. 33.2 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 non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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. 33.3 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. 33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 33.5 If the value is found fifteen percent more than the quoted amount of the



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	bidder on account of small differences pursuant to ITB 33.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
34. Correction of Arithmetical Errors	34.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: 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; c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Bid will be corrected; and d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 34.2 If a Bidder does not accept the correction of arithmetical errors, its bid shall be disqualified and its bid security shall be forfeited.
35. Domestic Goods to be Procured	35.1 If the price of domestic goods, are higher up to fifteen percent (15%) than that of goods manufactured in foreign countries, the domestic goods shall be preferred in the evaluation of the Bids 35.2 If the bid closest to the Average Bid Price is a bid offering foreign goods, the next closest bid offering domestic goods that is up to 15% more expensive than the bid offering foreign goods shall be selected for award. 35.2 For granting such preference pursuant to 35.2, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more than 30 percent.
36. Evaluation and Comparison of Bids	36.1 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Eligibility Criteria. No other criteria or methodology shall be permitted. 36.2 To evaluate a Bid, the Purchaser shall consider the following: (a) the bid price as quoted in accordance with ITB 15 as specified in



BDS:

- (b) adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) adjustment due to discounts offered in accordance with ITB 15.7;
- (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3 ; and
- (e) adjustment due to application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III (Evaluation and Eligibility Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.
- (f) adjustment due to the application of a margin of preference in accordance with ITB clause 35.

36.3 The Purchaser shall evaluate all the bid prices of the substantially responsive bids in accordance with ITB 36.2. **If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Purchaser shall reject the Bid as non-responsive.** The Purchaser shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract.

36.4 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid, shall not be taken into account in bid evaluation.

36.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Eligibility Criteria).

36.6 **Notwithstanding ITB 36.3,** If all the Bids evaluated are substantially higher than the cost estimate, the purchaser may negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations.

36.7 **If no agreement can be reached as per ITB 36.6, the purchaser shall cancel the procurement proceedings.**



	36.8 While evaluating the Bid Price as per ITB 36.3, if the Bid Price of two or more Bidders is found to be equal, the Purchaser shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Purchaser in writing to the concerned bidders. The Bidders' representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and the effect of the record. The method of drawing lots shall be determined by the Purchaser
37. Post-qualification of the Bidder	37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the substantially responsive bid closest to the Average Bid Price is qualified to perform the Contract satisfactorily. 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility submitted by the Bidder, pursuant to ITB 19. 37.3 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 substantially responsive bid closest to the Average Bid Price to make a similar determination.
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1 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. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. 38.2 The Purchaser shall give notice of the rejection of bids or the cancellation of the procurement proceedings pursuant to ITB 38.1, along with the reasons for such rejection or cancellation, to all bidders. 38.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 38.2, the grounds for the rejection of all bids or the cancellation of the procurement proceedings, the Purchaser shall provide such information to that bidder.

F. Award of Contract

39. Award Criteria	39.1 The Purchaser shall select to award the Contract to the Bidder whose Bid Price is selected as per ITB 36 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Purchaser's	40.1 At the time the Contract is awarded, the Purchaser reserves the right to



आम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Right to Vary Quantities at Time of Award	increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
41. Letter of Intent to award the Contract/ Notification of Award	41.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 39.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall inform via the Letter of Intent 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. 41.2 If no bidder submits an application pursuant to ITB 44.1 within a period of seven days of providing the notice under ITB 41.1 the Purchaser shall accept the bid selected in accordance with ITB 39.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the selected bidder to furnish the performance security and sign the contract within fifteen days.
42. Performance Security	42.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in an amount equal to 5 (five) percent of the Bid Price without VAT but including PS in accordance with the Condition of Contract, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser. The performance security issued by any Foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
	42.2 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, forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 41.
43. Signing of Contract	43.1 The Purchaser and successful Bidder shall sign the contract agreement within the period stated in 42.1 in the form included in section VIII (Contract Forms) after the submission of performance security by successful bidder in accordance with ITB 42.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	43.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>. The Purchaser may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price. 43.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 41.1, requests in writing the grounds on which its bid was not selected. 43.4 If the bidder whose bid has been accepted fails to sign the contract as stated in ITB 43.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Purchaser.
44. Complaint and Review	44.1 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. 44.2 An application filed after the deadline pursuant ITB 44.1 shall not be processed. 44.3 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 44.1: (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 Public Procurement Review Committee (PPRC) for review against the decision made by the chief of the Public Entity for the Bid amount up to the value <i>as stated in BDS</i>. 44.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 44.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 44.1, it can, within seven (7) days of receipt of such decision, file an



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

application to the Public Procurement 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 44.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.

44.5 Late application filed after the deadline pursuant to ITB 44.4 shall not be processed.

44.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 44.4, the Public Procurement Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 44.3.

44.7 Within three (3) days of receipt of the notification pursuant to ITB 44.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

44.8 The Public Procurement Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within thirty (30) days after receiving the application filed by the Bidder, pursuant to ITB 44.4.

44.9 The Bidder, filing application pursuant to ITB 44.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law *as stated in BDS* with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 44.4. Application filed without furnishing the security deposit shall not be processed.

44.10 If the claim made by the Bidder pursuant to ITB 44.4 is justified, the Public Procurement Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 44.9, within seven (7) days of such decision made.

44.11 If the claim made by the Bidder pursuant to ITB 44.4 is rejected by the Public Procurement Review Committee, the security deposit submitted by the Bidder pursuant to ITB 44.9 shall be forfeited.

44.12 If the Purchaser does not implement the decision of the Public Procurement Review Committee, the bidder may file an application to the Public Procurement Review Committee.



Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids (IFB) is: GAU/NCB/GOODS/01-2083-084
ITB 1.1	Name of the Purchaser: Gaushala Municipality, Gaushala, Mahottari [The Purchaser which will issue the notification of contract award and sign the contract agreement]
ITB 1.1	Name and Identification number of the Contract/s (Packages/Lots): GAU/NCB/GOODS/01-2083-084
ITB 2.1	Source of Fund: [Insert "GoN Funded"] Name of contract/s: Supply and Delivery of Medicine and Surgical goods
ITB 4.1	Bidders from the following countries are not eligible: N/A
ITB 4.2	For GoN Funded: Maximum number of partner in a joint venture shall be : 3 (three)
ITB 4.4	A list of debarred firms is available at http://www.blacklist.gov.np and
ITB 4.8	The foreign Bidder at the time of bid submission: N/A
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: N/A
B. Bidding Document	
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention Ashok Kumar Mahato , health department head 9854034593 Name of the Purchaser: Gaushala Municipality City/Town: Gaushala ,Mahottari District: Mahottari Country: Nepal Telephone: 9854054111 Facsimile Number: Electronic Mail Address: store.gaushalamun@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 10 days prior to the deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting "shall" be organized.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	If a Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 2083/06/06 Time: 3:00 pm Place: Gaushala Municipality, Conference Hall
--	---

C. Preparation of Bids

ITB 11.1	The language of the Bid is: Nepali or English
ITB 12.1 (h)	The Bidder shall submit the following additional documents with its Bid: i) Manufacturer's Authorization Letter (if the Bidder is not the manufacturer); (ii) Valid WHO-GMP Certificate of the manufacturing plant; (iii) Valid Product Registration Certificate issued by the Department of Drug Administration (DDA), Nepal; (iv) Batch-wise Certificate of Analysis (CoA) for the quoted medicines; (v) Valid Drug Wholesale/Retail License of the Bidder; (vi) An undertaking/commitment letter ensuring that the medicines supplied shall have at least 75% shelf life remaining at the time of delivery."
ITB 14.1	Alternative Bids " <i>shall be</i> " permitted
ITB 15.3	The prices quoted by the Bidder shall : <i>not be Adjustable</i>
ITB 19.2	<i>"A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements</i>
ITB 19.3	The Bidder " <i>is</i> " 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 <i>minimum of NPR1,50,000.00</i> which shall be <i>valid for minimum 30 days</i> beyond the bid validity period (2083-10-19)
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No.: 09403000003000000001 at GA3.1 STHANIYA TAHA DHARAUTI KHATA Nepal Bank Limited Gaushala Branch and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate:



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business 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.
--	--

D. Submission and Opening of Bids

ITB 23.1	Bidders shall have the option of submitting their bids <i>option 3: by hand/by courier/by mail</i>
ITB 24.1	For bid submission purposes only, the Purchaser's address is: Gaushala Municipality <i>office of municipal Executive, Gaushala, Mahottari</i>
ITB 24.1	The deadline for bid submission is: Date: 2083/06/19 Time: 12:00 Hour
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a public holiday applicable to purchaser 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: 2083/06/19 Time: 14:00 Hour Place: Conference hall Gaushala municipality

E. Evaluation and Comparison of Bids

ITB 36.3 (a)	Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 36.3 (e)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i>



ओल बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(a) Deviation in Delivery schedule: <i>NO</i> (b) Deviation in payment schedule: <i>No</i>
F. Award of Contract	
ITB 40.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 44.3	NPRTwenty Million (NPR. 20,000,000)
ITB 44.9	The bidder, filling application pursuant to ITB 44.4, shall have to furnih a cash amount ot Bank guarantee equal to 1 % of its quoted bid price

[Handwritten signature]



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section III. Evaluation and Eligibility Criteria

The purpose of the Evaluation and Eligibility Criteria (EEC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the substantially responsive bid closest to the Average Bid Price and post-qualify the substantially responsive bid closest to the Average Bid Price. The Purchaser must prepare the EEC and include it as a part of the Bidding Document. The EEC is not a Contract document and, therefore, it is not a part of the Contract.

Table of Criteria

1. Evaluation Criteria	42
2. Eligibility	47



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

1. Evaluation Criteria

Criteria for Bid evaluation are to be determined case by case basis. Select from following the appropriate criteria according to the provisions specified in ITB 36. Retain only the relevant parameters and evaluation methods to apply corresponding to the retained criteria.

1.1 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order to comply with the Section V. Schedule of Requirements. Whenever possible, these criteria should be evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

[Insert: "The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section V. Schedule of Requirements shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids"]

1.2 Economic Criteria

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

Examples of such criteria appear below:



43
औम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

1.2.1 Adjustment for Scope

1.2.1.1 Local Handling and Inland Transportation

If the Purchaser wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within Nepal incidental to delivery of the goods to their final destination, then the Purchaser must define these service items in Section V. Schedule of Requirements. List of Goods and Related Services; and

Bidders must be required to quote for these service items as part of their bid price in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms.

In such case, the following provision should be used:

[Insert: "Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section V. Schedule of Requirements, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or DDP or CIP price."]

1.2.1.2 Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. should be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used methods assign to the missing item a price:

- (i) equal to the highest price quoted for the same item by the other Bidders; or
- (ii) equal to the average price quoted for the same item by the other Bidders; or
- (iii) estimated by the Purchaser.

Of these three methods the Purchaser should preferably use (i) or (ii), as Bidders frequently challenge (iii) because of its lack of transparency.

[Insert: "Pursuant to Sub-Clause 33.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]



1.2.2 Adjustment for Deviations from the Terms of Payment

The Purchaser must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Clause 15.1, are permitted or not. If permitted, the Purchaser shall evaluate deviations from the terms of payment in the following manner. The Purchaser shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 15.1. The Purchaser shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustment shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Purchaser.

Alternative 1: [Insert: "Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted."]

Alternative 2: [Insert: "Bids offering payment terms that differ from those specified in SCC 15.1 will be accepted but the Bids will be adjusted in the evaluation by adding the cost of the interest involved at the rate of (. . . specify commercial rate applicable)."]

1.2.3 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section V. Schedule of Requirements. The Purchaser must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Purchaser shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

Alternative 1: [Insert: "Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirements) are not permitted."]

Alternative 2: [Insert: "The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section V (Schedule of Requirements). No credit will be given for earlier completion. Bids offering late contract performance schedules (beyond earliest delivery date specified in Schedule of Requirements) will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.05 percent of the Bid Price for each day of delay. Bids offering delivery schedules beyond latest delivery date specified in Schedule of Requirements shall be rejected."]

1.2.4 Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods. Different technologies may involve large



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

variations in the capital costs of the Goods and the costs associated with their O&M. Normally, more elaborate technologies and materials used in the manufacturing of the Goods involve higher investment costs and lower O&M costs. O&M costs are evaluated at their present value over the life cycle of the Goods and then added to the price of the Goods.

Typical O&M cost factors for calculation are:

- (a) Number of years for initial period of operation. It is recommended that the initial period of operation does not exceed the usual period before a major overhaul of the Goods is required, usually between five and ten years. The load or working cycle (hourly, daily, monthly, seasonal) of the Goods shall be as specified by the Purchaser).
- (b) Operating costs such as fuel, electricity, spare parts, labour and/or other inputs required for the operation of the Goods.
- (c) Rate (normally prevailing commercial interest rate), in percent, to be used to discount to present value, all of the annual future costs calculated under (b) above for the period specified in (a).

[Insert procedures to be used]

1.2.5 Spare Parts and after Sales Service Facilities

Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section V. Schedule of Requirements, shall be taken into account in the bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation.

[Insert: "The list of items and quantities of (... specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period (... specify period) of operation is indicated in Section V. Schedule of Requirements. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price."] and or *[Insert: " Bid price will be loaded by a 1% amount of bid price, if the spare parts and after sales services facilities for the equipment are not available in[insert the name of place such as Kathmandu or Pokhara etc.]].*



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

1.2.6 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section V. Schedule of Requirements, and the corresponding value guaranteed by the Bidder in its Bid. Choose and insert one of the following:

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 36.3 (e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 36.3(e).

or

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3 (e).

1.2.7 Specific additional Criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS sub clause 36.3 (e)

1.3 Multiple Contracts

If Goods and Related Services are grouped in multiple lots/packages, the following provision must be used:

[Insert: "Goods are grouped in lots/packages. The Purchaser will evaluate and compare Bids on the basis of a lot/package, or a combination of lots/packages, or as a total of lots/packages to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts."]

If a Bidder submits successful Bids for multiple lots/packages (evaluated substantially responsive Bids closest to the Average Bid Price), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to *[Purchaser to list here the qualifying requirements set for individual contracts/lots/packages, i.e., production capacity, size of operation]*.



2. Eligibility

Except Qualification Requirements mentioned as optional, which may be specified as per requirements, the Purchaser shall specify the following Qualification Requirements without any substantial deviation.

2.1 Eligibility

Criteria Requirement	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
--	-----------------------	-----------------------	-----------------------	----------------	---------------

2.1.2 Government/DP Eligibility

Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
--	-----------------------	-----------------------	-----------------------	----------------	---------------

2.1.3 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid; Forms ELI - 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	--

2.1.4 UN Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
--	-----------------------	-----------------------	-----------------------	----------------	---------------

2.1.5 Nationality

Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid; Forms ELI - 1 and ELI - 2 with attachments
---	-----------------------	-----------------------	-----------------------	----------------	---



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

2.1.6 Other Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Firm or Company Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Updated Business Registration License (Certificate)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate (<i>only for domestic bidders</i>)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y2082/083 or TIME EXTENSION	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Section IV. Bidding Forms

Notes on Bidding Forms

The Purchaser shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid. The forms contained in this section are to be completed by the Bidder and submitted as part of its Bid. As specified in this Section, these forms are the Letter of Technical Bid, Letter of Price Bid, the Bid Security, Price Schedules and the Bidder's Qualification Information Forms.

Table of Forms

Letter of Bid.....	51
Table of Price Adjustment Data	53
ELI-1: Bidder's Information Form.....	54
ELI-2: Joint Venture Information Form.....	55
Form Spec-1: Bidder's proposed Specification Form	56
Form Del-1: Bidder's proposed Delivery Date.....	64
Price Schedule for Goods and Related Services.....	70
Bid Security	78
Manufacturer's Authorization Letter.....	80



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Letter of Bid

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

Date:

Contract No.:

Invitation for Bid No.:

To: *[Insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Section V (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[Insert one of the options below as appropriate] or when left blank is the Bid Price indicated in the Price Schedules].*
[Incase of only one lot/package, insert the total Bid Price in words and figures];
[Incase of multiple lots/packages, insert the total price of each lot/package];
- (d) The discounts offered and the methodology for their application are:
The discounts offered are: *[specify in detail each discount offered]³;*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts];*
- (e) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* 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 accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.8 and meet the requirements of ITB 3.4 & 3.5;

³ If a discount is quoted in a negative value, the absolute value of such discount shall be considered for the purpose of discount calculation.



[Signature]
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

- (h) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (j) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;⁴
- (k) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.
- (l) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

(If none has been paid or is to be paid, indicate "none.")

- (m) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.
- (n) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name *[insert complete name of the person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the Bid]*

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

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date *[insert date of signing]*

⁴ Select one of the options

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Table of Price Adjustment Data⁵
[To be used if Price Adjustment is applicable as per GCC 14.2]

Code	Index Description	Source of Index	Base Value and Date	Purchaser's Weighting (coefficient)**
(1)	(2)	(3)	(4)	(6)
	Non Adjustable (a)			
	Labor (b)			
	Materials (c)			
		Total		1.00

The coefficients a, b, and c shall be specified by the Purchaser. The sum of the three coefficients should be one (1).

The Bidder shall indicate the source of the indices and the base dates for such indices.

⁵ Non-compliance of the data (stipulated by the bidder in this table) with requirements described here shall not be grounds for bid rejection and such non-compliance will be subject to clarification and rectification prior to contract award.



१९
 ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

ELI-1: Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]

1.	Bidder's Legal Name:	[insert full name]
2.	In case of JV, legal name of the representative member and of each member:	[insert full name of each member in the JV and specify the representative member]
3.	Bidder's Country of Registration:	[insert country of registration]
4.	Bidder's Year of Registration:	[insert year of incorporation]
5.	Bidder's Legal Address in Country of Registration	[insert street/number/town or city/country]
6.	Bidder's trading address:	[insert street/number/town or city/country]
7.	Bidder's Telephone/Fax numbers:	[insert telephone/fax numbers, including country and city codes]
8.	Bidder's Email Address:	[insert email address]
9.	Bidder's Authorized Representative Information:	
	Name:	[insert full name]
	Address:	[insert street/number/town or city/country]
	Telephone/Fax numbers:	[insert telephone/fax numbers, including country and city codes]
	Email Address:	[insert email address]
Attached are copies of the following documents: 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5		




ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

ELI-2: Joint Venture Information Form

Each member of the Joint Venture must fill out this form separately to provide information relating to each JV member.

1.	Bidder's legal name:	[insert full name]
2.	Joint Venture Partner's legal name:	[insert full name of Joint Venture Partner]
3.	Joint Venture Partner's Country of Registration:	[insert country of registration]
4.	Joint Venture Partner's Legal Address in Country of Registration:	[insert street/number/town or city/country]
5.	Joint Venture Partner's Trading address	[insert street/number/town or city/country]
6.	Joint Venture Partner's Year of Registration:	[insert year of registration]
7.	Joint Venture Partner's Telephone/Fax numbers:	[insert telephone/fax numbers, including country and city codes]
8.	Joint Venture Partner's Email Address:	[insert email address]
9.	Joint Venture Partner's Authorized Representative Information:	
	Name:	[insert full name]
	Address:	[insert street/number/town or city/country]
	Telephone/Fax numbers:	[insert telephone/fax numbers, including country and city codes]
	Email Address:	[insert email address]
Attached are copies of the following documents:		
1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8		
2. Authorization to represent the firm named above, in accordance with ITB 22.2		
3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5		

[Handwritten Signature]

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकारी



Form Spec-1: Bidder's proposed Specification Form

The bidder shall fill this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Section V. Schedule of Requirements.

Name of Bidder _____ Invitation for Bid No.: _____

Lot/ Package No:-1 Essential Medicine of Goods:

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/ no. / Catalogue page/ no.	Status of compliance ⁶
1	2	3	4	5	6
1	Amlodipine				
2	Amoxyciline				
3	Amoxyciline				
4	Atropine				
5	Calamine				
6	Calcium gluconate				
7	Cefixime				
8	Cetirizine				
9	Cetirizine				
10	Ciprofloxacin				
11	Ciprofloxacin				
12	Ciprofloxacin				
13	Cloxacillin				
14	Cloxacillin				

⁶ The bidder shall state as Fully compliance or Partially compliance or Compliance



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

15	Dexamethasone				
16	Dextrose				
17	Diazepam				
18	Diclofenac sodium				
19	Diclofenac sodium				
20	Doxycycline				
21	Folic acid				
22	Glimepiride				
23	Glimepiride				
24	Hydrocortisone				
26	Hyoscine butylbromide				
27	Hyoscine butylbromide				
28	Lignocaine				
29	Losartan				
30	Losartan				
31	Magnesium sulphate				
32	Metformin				
33	Metformin				
34	Metronidazole				
35	Metronidazole				
36	Metronidazole				
37	Neomycin				
38	Nifedipine				



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

39	Oxymetazoline				
42	Paracetamol				
43	Paracetamol				
44	Permethrin				
45	Pheniramine				
46	Povidone iodine				
47	Ranitidine				
48	Ringer's Lactate				
49	Salbutamol				
50	Normal Saline				
51	Vitamin B complex				

Lot/ Package No:-2 Bima Medicine of Goods :

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/ no. / Catalogue page/ no.	Status of compliance ⁷
1	Calcium 500mg + Vitamin D3 250 IU				
2	Cholecalciferol 60000 IU				
3	Empagliflozin 10 mg				
4	Empagliflozin 25 mg				
5	Etoricoxib 90mg				
6	FEBUXAOSTAT 40 MG				
7	FEBUXAOSTAT 80 MG				
8	Finasteride 5mg				

⁷ The bidder shall state as Fully compliance or Partially compliance or Compliance



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

9	Itraconazole 100 mg				
10	Levocetirizine 5mg + Montelukast 10 mg				
11	Linagliptin 5 mg				
12	Losartan 25 mg + HYCHLODOTHIAZIDE 12.5 mg				
13	Losartan 50 mg + HYCHLODOTHIAZIDE 12.5 mg				
14	METFORMINE 1000 MG + GLIMEPRIDE 1 MG				
15	METFORMINE 1000 MG + GLIMEPRIDE 2 MG				
16	Metformin 500 mg + Glimepiride 1 MG				
17	Metformin 500 mg + Glimepiride 2 mg				
18	Metoprolol succinate 12.5 mg XL				
19	Metoprolol succinate 25 mg XL				
20	Metoprolol succinate 50 mg XL				
21	Mupirocin 2% w/w 5gm				
22	Pantoprazole 40 mg				
23	Rosuvastatin 5 mg				
24	Rosuvastatin 10 mg				
25	Rosuvastatin 20 mg				
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg				
27	Sitagliptin 50 mg				
28	Sitagliptin 50 mg + Metformin 1000mg				
29	Sitagliptin 50 mg + Metformin 500 mg				



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

30	Tamsulosin Hydrochlorid 0.4mg				
31	Amlodipine 5 mg + Losartan 50 mg				
32	Amlodipine Besylate 5 mg + Losartan 25 mg				
33	Atorvastatin 10 mg				
34	Atorvastatin 20 mg				
35	Drotaverine 40 mg				
36	Drotaverine 80 mg				
37	Vitamin B Complex 200 ml				
38	Methylcobalmin 1500 mcg				
39	Tiotropium inhalation powder 18 mcg (Rotacap)				
40	HYDROXYCHLOROQUINE SULFATE 200MG				
41	Methotrexate 7.5mg				
42	thyroxin 12.5mg				
43	thyroxin 25mg				
44	thyroxin 50mg				
45	thyroxin 75mg				
46	thyroxin 100mg				
47	CEFIXIME 50MG/SML 60ML				
48	CEFPODOXIME 50MG DRY SYP. 60ML				
49	CEFIXIME 400MG				
50	cefixime 100mg				
51	ofloxacin 400mg				



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

52	ofloxacin 200mg				
53	ofloxacin 100mg				
54	aceclofenac 100mg				
55	naproxen 500mg				
56	ornidazole 500mg				
57	fexofenadine 120mg				
58	fexofenadine 180mg				
59	pregabalin 75mg				
60	telmisatran 20mg				
61	telmisatran 40mg				
62	VITAMIC C(ASCORBIC ACID) 500MG TAB				
63	cefadroxil 500mg				
64	diclofenac gel				
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml				
66	empagliflozin 10mg				
67	levocetirizine 2.5mg/ml 30ml				
68	levocetirizine 5 mg				
69	sitagliptin 100mg				
70	clopidogril 75mg				
71	rabiprazole 20mg				
72	magnesium hydroxide + aluminium hydroxide 170ml				
73	ondansetron 4 mg				



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

74	povidine iodine gargle 1% 100 ml				
75	terbinafine 1% 10 GM tube				
76	terbinafine 250 mg				
77	Linagliptin 2.5mg + metformin 500 mg				
78	voglibose 0.2				
79	voglibose 0.3				
80	pre & probiotics				
81	paracetamol 500mg + codine phosphat 10mg				
82	paracetamol DS 250 mg /5 ml				
83	serpeptodase 10 mg				
84	ketorolac 10mg				
85	cefuroxime 250 mg				
86	tizanidine 4mg				
87	cefuroxime 500 mg				

Lot/ Package No:-3 Surgical Goods:

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/ no. / Catalogue page/ no.	Status of compliance ⁸
1	Gauze				
2	Bandage				
3	Spirit				
4	Cotton				
5	Syringe				

* The bidder shall state as Fully compliance or Partially compliance or Compliance



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

6	Syringe				
7	Syringe				
8	Surgical Cloth				
9	Iv Set				
10	Adhesive Tape				
11	Surgical Blade				
12	Iv Cannula				
13	Iv Cannula				
14	Iv Cannula				
15	Digital Thermometer				
16	Bp Set				
17	Cat gut				
18	Cat gut				
19	Cat gut				
20	Cat gut				



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Form Del-1: Bidder's proposed Delivery Date

The bidder shall fill this form to provide the information on delivery date of offered goods. Bidder's offered delivery date in column 4 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Section V. Schedule of Requirements.

Name of Bidder _____ Invitation for Bid No.: _____

Lot/ Package No:-1 Essential Medicine of Goods:

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
1	Amlodipine	100000	Tablet		
2	Amoxyciline	25000	Cap		
3	Amoxyciline	25000	Tablets		
4	Atropine	200	Injection		
5	Calamine	300	Lotion		
6	Calcium gluconate	200	Injection		
7	Cefixime	15000	Tablets		
8	Cetirizine	40000	Tablet		
9	Cetirizine	500	syrup		
10	Ciprofloxacin	25000	Tablets		
11	Ciprofloxacin	400	Eye/Ear Drops		
12	Ciprofloxacin	100	Injection		
13	Cloxacillin	15000	Capsules		
14	Cloxacillin	600	Powder for oral liquid		
15	Dexamethasone	200	Injection		
16	Dextrose	100	Infusion		
17	Diazepam	50	Injection		
18	Diclofenac sodium	10000	Tablet		
19	Diclofenac sodium	1500	Injection		
20	Doxycycline	3000	Capsule		
21	Folic acid	30000	Tablets		
22	Glimepiride	30000	Tablet		
23	Glimepiride	30000	Tablet		
24	Hydrocortisone	50	Powder for I Inj		
26	Hyoscine butylbromide	1000	Injection		
27	Hyoscine butylbromide	5000	Tablet		
28	Lignocaine	200	Injection		
29	Losartan	30000	Tablets		



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

30	Losartan	30000	Tablets		
31	Magnesium sulphate	300	Injection		
32	Metformin	30000	Tablets		
33	Metformin	20000	Tablets		
34	Metronidazole	7500	Tablets		
35	Metronidazole	200	Oral Liquid		
36	Metronidazole	300	Injection		
37	Neomycin	400	Ointment		
38	Nifedipine	100	cap		
39	Oxymetazoline	200	Nasal drops		
42	Paracetamol	85000	Tablet		
43	Paracetamol	2000	Syrup		
44	Permethrin	200	Cream		
45	Pheniramine	200	Injection		
46	Povidone iodine	600	Solution		
47	Ranitidine	40000	Tablets		
48	Ringer's Lactate	2000	Injectable solution		
49	Salbutamol	100	Solution		
50	Normal Saline	2000	Injectable solution		
51	Vitamin B complex	35000	Tablet		

Lot/ Package No:-2 Bima Medicine of Goods:

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
1	Calcium 500mg + Vitamin D3 250 IU	10000	Tablet		
2	Cholecalciferol 60000 IU	2000	Cap		
3	Empagliflozin 10 mg	1000	Tablet		
4	Empagliflozin 25 mg	1000	Tablet		
5	Etoricoxib 90mg	4000	Tablet		
6	FEBUXAOSTAT 40 MG	1000	Tablet		
7	FEBUXAOSTAT 80 MG	1000	Tablet		
8	Finasteride 5mg	1500	Tablet		
9	Itraconazole 100 mg	1000	Cap		
10	Levocetirizine 5mg + Montelukast 10 mg	2000	Tablet		
11	Linagliptin 5 mg	5000	Tablet		

65..



19
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

12	Losartan 25 mg + HYCHLODOTHIAZI DE 12.5 mg	2500	Tablet		
13	Losartan 50 mg + HYCHLODOTHIAZI DE 12.5 mg	2500	Tablet		
14	METFORMINE 1000 MG + GLIMEPRIDE 1 MG	6000	Tablet		
15	METFORMINE 1000 MG + GLIMEPRIDE 2 MG	6000	Tablet		
16	Metformin 500 mg + Glimepiride 1 MG	10000	Tablet		
17	Metformin 500 mg + Glimepiride 2 mg	6000	Tablet		
18	Metoprolol succinate 12.5 mg XL	1500	Tablet		
19	Metoprolol succinate 25 mg XL	1500	Tablet		
20	Metoprolol succinate 50 mg XL	1000	Tablet		
21	Mupirocin 2% w/w 5gm	500	Tablet		
22	Pantoprazole 40 mg	20000	Tablet		
23	Rosuvastatin 5 mg	2000	Tablet		
24	Rosuvastatin 10 mg	5000	Tablet		
25	Rosuvastatin 20 mg	7000	Tablet		
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg	32000	R/C		
27	Sitagliptin 50 mg	2000	Tablet		
28	Sitagliptin 50 mg + Metformin 1000mg	3000	Tablet		



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत
प्रमुख प्रशासकीय अधिकृत

29	Sitagliptin 50 mg + Metformin 500 mg	2000	Tablet		
30	Tamsulosin Hydrochlorid 0.4mg	3000	Capsule		
31	Amlodipine 5 mg + Losartan 50 mg	5000	Tablet		
32	Amlodipine Besylate 5 mg + Losartan 25 mg	6000	Tablet		
33	Atorvastatin 10 mg	10000	Tablet		
34	Atorvastatin 20 mg	10000	Tablet		
35	Drotaverine 40 mg	200	Tablet		
36	Drotaverine 80 mg	200	Tablet		
37	Vitamin B Complex 200 ml	300	SYP		
38	Methylocobalmin 1500 mcg	4000	Tablet		
39	Tiotropium inhalation powder 18 mcg (Rotacap)	16000	Cap		
40	HYDROXYCHLORO QUINE SULFATE 200MG	300	TAB		
41	Methotrexate 7.5mg	300	tab		
42	thyroxin 12.5mg	4000	tab		
43	thyroxin 25mg	5000	tab		
44	thyroxin 50mg	6000	tab		
45	thyroxin 75mg	4000	tab		
46	thyroxin 100mg	4000	tab		
47	CEFIXIME 50MG/5ML 60ML	40	sysp.		
48	CEFPODOXIME 50MG DRY SYP. 60ML	20	SYP		
49	CEFIXIME 400MG	1000	TAB		
50	cefexime 100mg	500	TAB		
51	ofloxacin 400mg	400	TAB		
52	ofloxacin 200mg	1000	TAB		
53	ofloxacin 100mg	500	TAB		
54	aceclofenac 100mg	5000	TAB		



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

55	naproxen 500mg	2000	TAB		
56	ornidazole 500mg	500	TAB		
57	fexofenadine 120mg	500	TAB		
58	fexofenadine 180mg	500	TAB		
59	pregabalin 75mg	1500	tab		
60	telmisatran 20mg	1000	tab		
61	telmisatran 40mg	4000	tab		
62	VITAMIN C (ASCORBIC ACID) 500MG TAB	500	tab		
63	cefadroxil 500mg	500	tab		
64	diclofenac gel	1000	Tube		
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	30	Syrup		
66	empagliflozin 10mg	800	tab		
67	levocetirizine 2.5mg/ml 30ml	60	SYP		
68	levocetirizine 5 mg	3000	TAB		
69	sitagliptin 100mg	500	TAB		
70	clopidogril 75mg	500	TAB		
71	rabiprazole 20mg	7000	TAB		
72	magnesium hydroxide + aluminium hydroxide 170ml	50	tab		
73	ondansetron 4 mg	300	Tablet		
74	povidine iodine gargle 1% 100 ml	40	Syrup		
75	terbinafine 1% 10 GM tube	30	tube		
76	terbinafine 250 mg	300	Tablet		
77	Linagliptin 2.5mg + metformin 500 mg	1000	Tablet		
78	voglibose 0.2	1000	Tablet		
79	voglibose 0.3	1000	Tablet		
80	pre & probiotics	5	Syrup		
81	paracetamol 500mg + codine phosphate 10mg	200	Tablet		
82	paracetamol DS 250 mg /5 ml	50	Syrup		



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

83	serpeptodase 10 mg	200	Tablet		
84	ketorolac 10mg	200	Tablet		
85	cefuroxime 250 mg	500	Tablet		
86	tizanidine 4mg	300	tab		
87	cefuroxime 500 mg	900	Tablet		

Lot/ Package No:-2 Bima Medicine of Goods:

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
1	Gauze	150	Roll		
2	Bandage	100	Roll		
3	Spirit	100	pcs		
4	Cotton	100	roll		
5	Syringe	2000	pse		
6	Syringe	2000	pcs		
7	Syringe	300	pcs		
8	Surgical Cloth	300	meter		
9	Iv Set	200	pcs		
10	Adhesive Tape	80	pcs		
11	Surgical Blade	200	pcs		
12	Iv Cannula	500	pcs		
13	Iv Cannula	300	pcs		
14	Iv Cannula	100	pcs		
	Digital		pcs		
15	Thermometer	50			
16	Bp Set	25	pcs		
17	Cat gut	100	pcs		
18	Cat gut	100	pcs		
19	Cat gut	100	pcs		
20	Cat gut	100	pcs		

Note: The date of effectiveness of contract shall be as of signing the contract



[Handwritten signature]

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Price Schedule for Goods and Related Services

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Section V, Schedule of Requirements.

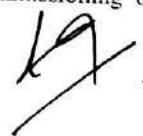
Name of Bidder _____ Invitation for Bid No.: _____

Item	Description of Goods and Related Services	Country of Origin	Physical Unit	Quantity	Unit price ⁹		Total price (in NPR) (cols. 5x6)
					(in NPR)		
1	2	3	4	5	In Figure	In Words	
6							5x6-7
Lot/ Package No:-1 Essential Medicine of Goods:							
1	Amlodipine		Tablet	100000			
2	Amoxyciline		Cap	25000			
3	Amoxyciline		Tablets	25000			
4	Atropine		Injection	200			
5	Calamine		Lotion	300			
6	Calcium gluconate		Injection	200			
7	Cefixime		Tablets	15000			
8	Cetirizine		Tablet	40000			
9	Cetirizine		syrup	500			
10	Ciprofloxacin		Tablets	25000			
11	Ciprofloxacin		Eye/Ear Drops	400			
12	Ciprofloxacin		Injection	100			
13	Cloxacillin		Capsules	15000			
14	Cloxacillin		Powder for oral liquid	600			

⁹ 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.

.....70




ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

15	Dexamethasone		Injection	200			
16	Dextrose		Infusion	100			
17	Diazepam		Injection	50			
18	Diclofenac sodium		Tablet	10000			
19	Diclofenac sodium		Injection	1500			
20	Doxycycline		Capsule	3000			
21	Folic acid		Tablets	30000			
22	Glimepiride		Tablet	30000			
23	Glimepiride		Tablet	30000			
24	Hydrocortisone		Powder for I Inj	50			
26	Hyoscine butylbromide		Injection	1000			
27	Hyoscine butylbromide		Tablet	5000			
28	Lignocaine		Injection	200			
29	Losartan		Tablets	30000			
30	Losartan		Tablets	30000			
31	Magnesium sulphate		Injection	300			
32	Metformin		Tablets	30000			
33	Metformin		Tablets	20000			
34	Metronidazole		Tablets	7500			
35	Metronidazole		Oral Liquid	200			
36	Metronidazole		Injection	300			
37	Neomycin		Ointment	400			
38	Nifedipine		cap	100			
39	Oxymetazoline		Nasal drops	200			
42	Paracetamol		Tablet	85000			
43	Paracetamol		Syrup	2000			



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

44	Permethrin		Cream	200			
45	Pheniramine		Injection	200			
46	Povidone iodine		Solution	600			
47	Ranitidine		Tablets	40000			
48	Ringer's Lactate		Injectable solution	2000			
49	Salbutamol		Solution	100			
50	Normal Saline		Injectable solution	2000			
51	Vitamin B complex		Tablet	35000			

Lot/ Package No:-2 Bima Medicine of Goods

1	Calcium 500mg + Vitamin D3 250 IU		Tablet	10000			
2	Cholecalciferol 60000 IU		Cap	2000			
3	Empagliflozin 10 mg		Tablet	1000			
4	Empagliflozin 25 mg		Tablet	1000			
5	Etoricoxib 90mg		Tablet	4000			
6	FEBUXAOSTAT 40 MG		Tablet	1000			
7	FEBUXAOSTAT 80 MG		Tablet	1000			
8	Finasteride 5mg		Tablet	1500			
9	Itraconazole 100 mg		Cap	1000			
10	Levocetirizine 5mg + Montelukast 10 mg		Tablet	2000			
11	Linagliptin 5 mg		Tablet	5000			
12	Losartan 25 mg + HYCHLODOTHIA ZIDE 12.5 mg		Tablet	2500			
13	Losartan 50 mg +		Tablet	2500			



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	HYCHLODOTHIA ZIDE 12.5 mg					
14	METFORMINE 1000 MG + GLIMEPRIDE 1 MG		Tablet	6000		
15	METFORMINE 1000 MG + GLIMEPRIDE 2 MG		Tablet	6000		
16	Metformin 500 mg + Glimepiride 1 MG		Tablet	10000		
17	Metformin 500 mg + Glimepiride 2 mg		Tablet	6000		
18	Metoprolol succinate 12.5 mg XL		Tablet	1500		
19	Metoprolol succinate 25 mg XL		Tablet	1500		
20	Metoprolol succinate 50 mg XL		Tablet	1000		
21	Mupirocin 2% w/w 5gm		Tablet	500		
22	Pantoprazole 40 mg		Tablet	20000		
23	Rosuvastatin 5 mg		Tablet	2000		
24	Rosuvastatin 10 mg		Tablet	5000		
25	Rosuvastatin 20 mg		Tablet	7000		
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg		R/C	32000		
27	Sitagliptin 50 mg		Tablet	2000		
28	Sitagliptin 50 mg + Metformin		Tablet	3000		



19

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	1000mg					
29	Sitagliptin 50 mg + Metformin 500 mg	Tablet	2000			
30	Tamsulosin Hydrochlorid 0.4mg	Capsule	3000			
31	Amlodipine 5 mg + Losartan 50 mg	Tablet	5000			
32	Amlodipine Besylate 5 mg + Losartan 25 mg	Tablet	6000			
33	Atorvastatin 10 mg	Tablet	10000			
34	Atorvastatin 20 mg	Tablet	10000			
35	Drotaverine 40 mg	Tablet	200			
36	Drotaverine 80 mg	Tablet	200			
37	Vitamin B Complex 200 ml	SYP	300			
38	Methylocobalmin 1500 mcg	Tablet	4000			
39	Tiotropium inhalation powder 18 mcg (Rotacap)	Cap	16000			
40	HYDROXYCHLOROQUINE SULFATE 200MG	TAB	300			
41	Methotrexate 7.5mg	tab	300			
42	thyroxin 12.5mg	tab	4000			
43	thyroxin 25mg	tab	5000			
44	thyroxin 50mg	tab	6000			
45	thyroxin 75mg	tab	4000			
46	thyroxin 100mg	tab	4000			
47	CEFIXIME 50MG/5ML 60ML	syp.	40			
48	CEFPODOXIME 50MG DRY SYP.	SYP	20			



	60ML					
49	CEFIXIME 400MG	TAB	1000			
50	cefixime 100mg	TAB	500			
51	ofloxacin 400mg	TAB	400			
52	ofloxacin 200mg	TAB	1000			
53	ofloxacin 100mg	TAB	500			
54	aceclofenac 100mg	TAB	5000			
55	naproxen 500mg	TAB	2000			
56	ornidazole 500mg	TAB	500			
57	fexofenadine 120mg	TAB	500			
58	fexofenadine 180mg	TAB	500			
59	pregabalin 75mg	tab	1500			
60	telmisatran 20mg	tab	1000			
61	telmisatran 40mg	tab	4000			
62	VITAMIC C(ASCORBIC ACID) 500MG TAB	tab	500			
63	cefadroxil 500mg	tab	500			
64	diclofenac gel	Tube	1000			
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	Syrup	30			
66	empagliflozin 10mg	tab	800			
67	levocetirizine 2.5mg/ml 30ml	SYP	60			
68	levocetirizine 5 mg	TAB	3000			
69	sitagliptin 100mg	TAB	500			
70	clopidogril 75mg	TAB	500			



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

71	rabiprazole 20mg		TAB	7000			
72	magnesium hydroxide + aluminium hydroxide 170ml		tab	50			
73	ondensatron 4 mg		Tablet	300			
74	povidine iodine gargle 1% 100 ml		Syrup	40			
75	terbinafine 1% 10 GM tube		tube	30			
76	terbinafine 250 mg		Tablet	300			
77	Linagliptin 2.5mg + metformin 500 mg		Tablet	1000			
78	voglibose 0.2		Tablet	1000			
79	voglibose 0.3		Tablet	1000			
80	pre & probiotics		Syrup	5			
81	paracetamol 500mg + codine phospate 10mg		Tablet	200			
82	patracetamol DS 250 mg /5 ml		Syrup	50			
83	serpeptodase 10 mg		Tablet	200			
84	ketorolac 10mg		Tablet	200			
85	cefuroxime 250 mg		Tablet	500			
86	tizanidine 4mg		tab	300			
87	cefuroxime 500 mg		Tablet	900			
Lot/ Package No:-3 Surgical Goods							
1	Gauze		Roll	150			
2	Bandage		Roll	100			
3	Spirit		pcs	100			

76



आम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

4	Cotton	roll	100			
5	Syringe	pse	2000			
6	Syringe	pcs	2000			
7	Syringe	pcs	300			
8	Surgical Cloth	meter	300			
9	Iv Set	pcs	200			
10	Adhesive Tape	pcs	80			
11	Surgical Blade	pcs	200			
12	Iv Cannula	pcs	500			
13	Iv Cannula	pcs	300			
14	Iv Cannula	pcs	100			
15	Digital Thermometer	pcs	50			
16	Bp Set	pcs	25			
17	Cat gut	pcs	100			
18	Cat gut	pcs	100			
19	Cat gut	pcs	100			
20	Cat gut	pcs	100			
Vatable Amount						
Vat 13%						
Grand Total						

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

77

Bid Security

Bank Guarantee

*Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Bank)*

[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 of Nepal]

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.



[Signature]
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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]*.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG), 2010 Revisions, ICC Publication No. 758¹⁰ except that the supporting statement under Article 15(a) is hereby excluded.

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

Note:

The bid security of has been counter guaranteed by the Bank
on (Applicable for Bid Security of Foreign Banks).

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

¹⁰ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Manufacturer's Authorization Letter

[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]

Date: *[insert date]*

IFB No.: *[insert IFB number]*

To: *[insert complete name and address of Purchaser]*

WHEREAS *[insert complete name of Manufacturer or Manufacturer's authorized agent]* who are official manufacturers of *[insert type of goods manufactured]* having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name and/or brief description of the goods]* and to subsequently sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

Duly authorized to sign the Authorization for and on behalf of: *[insert complete name of Manufacturer]*

Date: *[insert date of signing]*

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Section V. Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedules.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV.

Contents

1.	List of Goods and Related Services	82
2.	Delivery and Completion Schedule	88
3.	Technical Specification	97
4.	Purchaser Requirement	99
5.	Drawings	106



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



1. List of Goods and Related Services

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/packages, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots/packages or not. For example:

[Alternative 1. Insert: "The Goods and Related Services are grouped in lots/packages. Bids on individual lot/package are not permitted. Only Bids for all of the lots/Packages will be accepted."]

[Alternative 2. Insert: "The Goods and Related Services are grouped in lots/packages. Bidders shall have the option of submitting Bids for one, any combination, or all of the lots/Packages. Lots/Packages shall not be further sub-divided for the purpose of bidding."]

Lot/ Package No. : 1				
Lot/ Package Name : Essential Medicine				
Item No.	Name of Goods or Related Services	Description/Specification	Unit of Measurement or dosage	Quantity
1	Amlodipine	5mg	Tablet	100000
2	Amoxyciline	500 mg	Cap	25000
3	Amoxyciline	250mg	Tablets	25000
4	Atropine	0.6mg in 1 ml	Injection	200
5	Calamine	155 w/v,30ml	Lotion	300
6	Calcium gluconate	1gm per 10ml	Injection	200
7	Cefixime	200mg	Tablets	15000
8	Cetirizine	10mg	Tablet	40000
9	Cetirizine	5mg/5ml	syrup	500
10	Ciprofloxacin	500mg	Tablets	25000
11	Ciprofloxacin	0.3% w/v 5ml	Eye/Ear Drops	400
12	Ciprofloxacin	200mg/ 100ml	Injection	100
13	Cloxacillin	250mg	Capsules	15000
14	Cloxacillin	500mg	Powder for oral liquid	600
15	Dexamethasone	4mg in 1 ml vial	Injection	200
16	Dextrose	5% -500ml	Infusion	100
17	Diazepam	2ml amp (5mg/ ml)	Injection	50
18	Diclofenac sodium	50 mg	Tablet	10000
19	Diclofenac sodium	3ml ampoule (25mg/ml)	Injection	1500



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

20	Doxycycline	100mg	Capsule	3000
21	Folic acid	5mg	Tablets	30000
22	Glimepiride	1mg	Tablet	30000
23	Glimepiride	2mg	Tablet	30000
24	Hydrocortisone	100mg in vial	Powder for I Inj	50
26	Hyoscine butylbromide	20mg/ml	Injection	1000
27	Hyoscine butylbromide	10mg	Tablet	5000
28	Lignocaine	2% in vial	Injection	200
29	Losartan	25mg	Tablets	30000
30	Losartan	50mg	Tablets	30000
31	Magnesium sulphate	500mg in 2 ml ampoule	Injection	300
32	Metformin	500mg	Tablets	30000
33	Metformin	1000mg	Tablets	20000
34	Metronidazole	400mg	Tablets	7500
35	Metronidazole	200mg/ml	Oral Liquid	200
36	Metronidazole	500mg/ 100ml	Injection	300
37	Neomycin	15gm	Ointment	400
38	Nifedipine	10mg	cap	100
39	Oxymetazoline	0.025%, 10ml	Nasal drops	200
42	Paracetamol	500mg	Tablet	85000
43	Paracetamol	125mg/ml	Syrup	2000
44	Permethrin	5% w/v	Cream	200
45	Pheniramine	22.75mg/ml 2ML	Injection	200
46	Povidone iodine	5% w/v	Solution	600
47	Ranitidine	150mg	Tablets	40000
48	Ringer's Lactate	500ml	Injectable solution	2000
49	Salbutamol	For nebulisation	Solution	100
50	Normal Saline	500ml	Injectable solution	2000
51	Vitamin B complex	Therapeutic	Tablet	35000

Lot/ Package No. : 2

Lot/Slice/Package Name : Bima Medicine

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Calcium 500mg + Vitamin D3 250 IU	Calcium 500mg + Vitamin D3 250 IU	Tablet	10000
2	Cholecalciferol 60000 IU	60000 IU	Cap	2000
3	Empagliflozin 10 mg	10 mg	Tablet	1000
4	Empagliflozin 25 mg	25 mg	Tablet	1000
5	Etoricoxib 90mg	90mg	Tablet	4000
6	FEBUXAOSTAT 40 MG	40 MG	Tablet	1000
7	FEBUXAOSTAT 80 MG	80 MG	Tablet	1000
8	Finasteride 5mg	5mg	Tablet	1500
9	Itraconazole 100 mg	100 mg	Cap	1000
10	Levocetirizine 5mg + Montelukast 10 mg	Levocetirizine 5mg + Montelukast 10 mg	Tablet	2000



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

11	Linagliptin 5 mg	5 mg	Tablet	5000
12	Losartan 25 mg + HYCHLODOTHIAZIDE 12.5 mg	Losartan 25 mg + HYCHLODOTHIAZIDE 12.5 mg	Tablet	2500
13	Losartan 50 mg + HYCHLODOTHIAZIDE 12.5 mg	Losartan 50 mg + HYCHLODOTHIAZIDE 12.5 mg	Tablet	2500
14	METFOMINE 1000 MG + GLIMEPRIDE 1 MG	METFOMINE 1000 MG + GLIMEPRIDE 1 MG	Tablet	6000
15	METFOMINE 1000 MG + GLIMEPRIDE 2 MG	METFOMINE 1000 MG + GLIMEPRIDE 2 MG	Tablet	6000
16	Metformin 500 mg + Glimepiride 1 MG	Metformin 500 mg + Glimepiride 1 MG	Tablet	10000
17	Metformin 500 mg + Glimepiride 2 mg	Metformin 500 mg + Glimepiride 2 mg	Tablet	6000
18	Metoprolol succinate 12.5 mg XL	12.5 mg XL	Tablet	1500
19	Metoprolol succinate 25 mg XL	25 mg XL	Tablet	1500
20	Metoprolol succinate 50 mg XL	50 mg XL	Tablet	1000
21	Mupirocin 2% w/w 5gm	Mupirocin 2% w/w 5gm	Tablet	500
22	Pantoprazole 40 mg	40 mg	Tablet	20000
23	Rosuvastatin 5 mg	5 mg	Tablet	2000
24	Rosuvastatin 10 mg	10 mg	Tablet	5000
25	Rosuvastatin 20 mg	20 mg	Tablet	7000
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg	R/C	32000
27	Sitagliptin 50 mg	50 mg	Tablet	2000
28	Sitagliptin 50 mg + Metformin 1000mg	Sitagliptin 50 mg + Metformin 1000mg	Tablet	3000
29	Sitagliptin 50 mg + Metformin 500 mg	Sitagliptin 50 mg + Metformin 500 mg	Tablet	2000
30	Tamsulosin Hydrochlorid 0.4mg	0.4mg	Capsule	3000
31	Amlodipine 5 mg + Losartan 50 mg	Amlodipine 5 mg + Losartan 50 mg	Tablet	5000
32	Amlodipine Besylate 5 mg + Losartan 25 mg	Amlodipine Besylate 5 mg + Losartan 25 mg	Tablet	6000
33	Atorvastatin 10 mg	10 mg	Tablet	10000
34	Atorvastatin 20 mg	20 mg	Tablet	10000
35	Drotaverine 40 mg	40 mg	Tablet	200
36	Drotaverine 80 mg	80 mg	Tablet	200



84.....

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

37	Vitamin B Complex 200 ml	200 ml	SYP	300
38	Methylcobalmin 1500 mcg	1500 mcg	Tablet	4000
39	Tiotropium inhalation powder 18 mcg (Rotacap)	18 mcg (Rotacap)	Cap	16000
40	HYDROXYCHLOROQUINE SULFATE 200MG	200MG	TAB	300
41	Methotrexate 7.5mg	7.5mg	tab	300
42	thyroxin 12.5mg	12.5mg	tab	4000
43	thyroxin 25mg	25mg	tab	5000
44	thyroxin 50mg	50mg	tab	6000
45	thyroxin 75mg	75mg	tab	4000
46	thyroxin 100mg	100mg	tab	4000
47	CEFIXIME 50MG/5ML 60ML	CEFIXIME 50MG/5ML 60ML	syp.	40
48	CEFPODOXIME 50MG DRY SYP. 60ML	50MG DRY SYP. 60ML	SYP	20
49	CEFIXIME 400MG	400MG	TAB	1000
50	cefixime 100mg	100mg	TAB	500
51	ofloxacin 400mg	400mg	TAB	400
52	ofloxacin 200mg	200mg	TAB	1000
53	ofloxacin 100mg	100mg	TAB	500
54	aceclofenac 100mg	100mg	TAB	5000
55	naproxen 500mg	500mg	TAB	2000
56	ornidazole 500mg	500mg	TAB	500
57	fexofenadine 120mg	120mg	TAB	500
58	fexofenadine 180mg	180mg	TAB	500
59	pregabalin 75mg	75mg	tab	1500
60	telmisatran 20mg	20mg	tab	1000
61	telmisatran 40mg	40mg	tab	4000
62	VITAMIC C(ASCORBIC ACID) 500MG TAB	VITAMIC C(ASCORBIC ACID) 500MG TAB	tab	500
63	cefadroxil 500mg	500mg	tab	500
64	diclofenac gel	diclofenac gel	Tube	1000
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	Syrup	30
66	empagliflozin 10mg	10mg	tab	800
67	levocetirizine 2.5mg/ml 30ml	levocetirizine 2.5mg/ml 30ml	SYP	60
68	levocetirizine 5 mg	5 mg	TAB	3000
69	sitagliptin 100mg	100mg	TAB	500
70	clopidogril 75mg	75mg	TAB	500
71	rabiprazole 20mg	20mg	TAB	7000



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

72	magnesium hydroxide + aluminium hydroxide 170ml	magnesium hydroxide + aluminium hydroxide 170ml	tab	50
73	ondensatron 4 mg	4mg	Tablet	300
74	povidine iodine gargle 1% 100 ml	povidine iodine gargle 1% 100 ml	Syrup	40
75	terbinafine 1% 10 GM tube	terbinafine 1% 10 GM tube	tube	30
76	terbinafine 250 mg	250mg	Tablet	300
77	Linagliptin 2.5mg + metformin 500 mg	Linagliptin 2.5mg + metformin 500 mg	Tablet	1000
78	voglibose 0.2	voglibose 0.2	Tablet	1000
79	voglibose 0.3	voglibose 0.3	Tablet	1000
80	pre & probiotics	pre & probiotics	Syrup	5
81	paracetamol 500mg + codine phosphate 10mg	paracetamol 500mg + codine phosphate 10mg	Tablet	200
82	paracetamol DS 250 mg /5 ml	paracetamol DS 250 mg /5 ml	Syrup	50
83	serpeptodase 10 mg	10mg	Tablet	200
84	ketorolac 10mg	10mg	Tablet	200
85	cefuroxime 250 mg	250mg	Tablet	500
86	tizanidine 4mg	4mg	tab	300
87	cefuroxime 500 mg	500mg	Tablet	900

Lot/ Package No. : 3

Lot/Slice/Package Name : Surgicale Goods

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Gauze	90 x 60 mm	Roll	150
2	Bandage	90 x 60 mm	Roll	100
3	Spirit	500 ml	pcs	100
4	Cotton	300 gm	roll	100
5	Syringe	3 ml	pse	2000
6	Syringe	5 ml	pcs	2000
7	Syringe	10 ml	pcs	300
8	Surgical Cloth	meter	meter	300
9	Iv Set	pcs	pcs	200
10	Adhesive Tape	4mm	pcs	80
11	Surgical Blade	20N	pcs	200
12	Iv Cannula	20 N	pcs	500
13	Iv Cannula	22 N	pcs	300
14	Iv Cannula	24 N	pcs	100



		Measurement range: 90.0 °F to 109.9 °FTemp. < 90.0 °F: display «L» for low (too low)Temp. > 109.9 °F: display «H» for high (too high)Measurement accuracy: ±0.2 °F between 93.2 °F and 107.6 °FOperating Environment: 50 °F to 104 °FStorage Environment: -13 °F to 140 °F, humidity of 15 % to 95 % (noncondensing)Battery: 1.5/1.55 V; LR 41Battery lifetime: 4500 approx.	pcs	50
15	Digital Thermometer			
16	Bp Set	[Measuring Range: 0 to 300 mmHg Cuff Size: Medium soft cuff (22-32 cm)Weight: 450 g : Accessories: Bulb, air valve, and a soft storage bag	pcs	25
17	Cat gut	1-0	pcs	100
18	Cat gut	2-0	pcs	100
19	Cat gut	1	pcs	100
20	Cat gut	2	pcs	100



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

2. Delivery and Completion Schedule

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

(I) in case of Delivery schedule is not determined as evaluation criteria

[The Purchaser shall fill in this table from column 1 to 6]

Lot/ Package No. : 1

Lot/ Package Name : Essential Medicine

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
item No	Essential Medicine of Goods	Essential Medicine quantity of item to be supplied	Essential Medicine physical unit for the quantity	Essential Medicine place of delivery	Essential Medicine the number of days following the date of effectiveness the Contract]
1	Amlodipine	100000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
2	Amoxyciline	25000	Cap	Gaushala Municipality, Gaus hala, Mahottari	30 day
3	Amoxyciline	25000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
4	Atropine	200	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
5	Calamine	300	Lotion	Gaushala Municipality, Gaus hala, Mahottari	30 day
6	Calcium gluconate	200	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
7	Cefixime	15000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
8	Cetirizine	40000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
9	Cetirizine	500	syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
10	Ciprofloxacin	25000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
11	Ciprofloxacin	400	Eye/Ear Drops	Gaushala Municipality, Gaus hala, Mahottari	30 day



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

12	Ciprofloxacin	100	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
13	Cloxacillin	15000	Capsules	Gaushala Municipality, Gaus hala, Mahottari	30 day
14	Cloxacillin	600	Powder for oral liquid	Gaushala Municipality, Gaus hala, Mahottari	30 day
15	Dexamethasone	200	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
16	Dextrose	100	Infusion	Gaushala Municipality, Gaus hala, Mahottari	30 day
17	Diazepam	50	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
18	Diclofenac sodium	10000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
19	Diclofenac sodium	1500	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
20	Doxycycline	3000	Capsule	Gaushala Municipality, Gaus hala, Mahottari	30 day
21	Folic acid	30000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
22	Glimepiride	30000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
23	Glimepiride	30000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
24	Hydrocortisone	50	Powder for I Inj	Gaushala Municipality, Gaus hala, Mahottari	30 day
26	Hyoscine butylbromide	1000	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
27	Hyoscine butylbromide	5000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
28	Lignocaine	200	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
29	Losartan	30000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
30	Losartan	30000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
31	Magnesium sulphate	300	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
32	Metformin	30000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day



33	Metformin	20000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
34	Metronidazole	7500	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
35	Metronidazole	200	Oral Liquid	Gaushala Municipality, Gaus hala, Mahottari	30 day
36	Metronidazole	300	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
37	Neomycin	400	Ointment	Gaushala Municipality, Gaus hala, Mahottari	30 day
38	Nifedipine	100	cap	Gaushala Municipality, Gaus hala, Mahottari	30 day
39	Oxymetazoline	200	Nasal drops	Gaushala Municipality, Gaus hala, Mahottari	30 day
42	Paracetamol	85000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
43	Paracetamol	2000	Syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
44	Permethrin	200	Cream	Gaushala Municipality, Gaus hala, Mahottari	30 day
45	Pheniramine	200	Injection	Gaushala Municipality, Gaus hala, Mahottari	30 day
46	Povidone iodine	600	Solution	Gaushala Municipality, Gaus hala, Mahottari	30 day
47	Ranitidine	40000	Tablets	Gaushala Municipality, Gaus hala, Mahottari	30 day
48	Ringer's Lactate	2000	Injectable solution	Gaushala Municipality, Gaus hala, Mahottari	30 day
49	Salbutamol	100	Solution	Gaushala Municipality, Gaus hala, Mahottari	30 day
50	Normal Saline	2000	Injectable solution	Gaushala Municipality, Gaus hala, Mahottari	30 day
51	Vitamin B complex	35000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day

Lot/ Package No. : 2

Lot/ Package Name : Bima Medicine

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

<i>Insert item No</i>	<i>Bima Medicine of Goods</i>	<i>Bima Medicine quantity of item to be supplied</i>	<i>Bima Medicine physical unit for the quantity</i>	<i>Bima Medicine place of delivery</i>	<i>Bima mMedicine the number of days following the date of effectiveness the Contract</i>
1	Calcium 500mg + Vitamin D3 250 IU	10000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
2	Cholecalciferol 60000 IU	2000	Cap	Gaushala Municipality, Gaus hala, Mahottari	30 day
3	Empagliflozin 10 mg	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
4	Empagliflozin 25 mg	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
5	Etoricoxib 90mg	4000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
6	FEBUXAOSTAT 40 MG	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
7	FEBUXAOSTAT 80 MG	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
8	Finasteride 5mg	1500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
9	Itraconazole 100 mg	1000	Cap	Gaushala Municipality, Gaus hala, Mahottari	30 day
10	Levocetirizine 5mg + Montelukast 10 mg	2000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
11	Linagliptin 5 mg	5000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
12	Losartan 25 mg + HYCHLODOTHIAZID E 12.5 mg	2500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
13	Losartan 50 mg + HYCHLODOTHIAZID E 12.5 mg	2500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
14	METFOMINE 1000 MG + GLIMEPRIDE 1 MG	6000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
15	METFOMINE 1000 MG + GLIMEPRIDE 2 MG	6000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
16	Metformin 500 mg + Glimepiride 1 MG	10000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
17	Metformin 500 mg + Glimepiride 2 mg	6000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

18	Metoprolol succinate 12.5 mg XL	1500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
19	Metoprolol succinate 25 mg XL	1500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
20	Metoprolol succinate 50 mg XL	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
21	Mupirocin 2% w/w 5gm	500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
22	Pantoprazole 40 mg	20000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
23	Rosuvastatin 5 mg	2000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
24	Rosuvastatin 10 mg	5000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
25	Rosuvastatin 20 mg	7000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg	32000	R/C	Gaushala Municipality, Gaus hala, Mahottari	30 day
27	Sitagliptin 50 mg	2000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
28	Sitagliptin 50 mg + Metformin 1000mg	3000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
29	Sitagliptin 50 mg + Metformin 500 mg	2000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
30	Tamsulosin Hydrochlorid 0.4mg	3000	Capsule	Gaushala Municipality, Gaus hala, Mahottari	30 day
31	Amlodipine 5 mg + Losartan 50 mg	5000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
32	Amlodipine Besylate 5 mg + Losartan 25 mg	6000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
33	Atorvastatin 10 mg	10000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
34	Atorvastatin 20 mg	10000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
35	Drotaverine 40 mg	200	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day



१९
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

36	Drotaverine 80 mg	200	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
37	Vitamin B Complex 200 ml	300	SYP	Gaushala Municipality, Gaus hala, Mahottari	30 day
38	Methylocobalmin 1500 mcg	4000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
39	Tiotropium inhalation powder 18 mcg (Rotacap)	16000	Cap	Gaushala Municipality, Gaus hala, Mahottari	30 day
40	HYDROXYCHLOROQUINE SULFATE 200MG	300	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
41	Methotrexate 7.5mg	300	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
42	thyroxin 12.5mg	4000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
43	thyroxin 25mg	5000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
44	thyroxin 50mg	6000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
45	thyroxin 75mg	4000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
46	thyroxin 100mg	4000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
47	CEFIXIME 50MG/5ML 60ML	40	syp.	Gaushala Municipality, Gaus hala, Mahottari	30 day
48	CEFPODOXIME 50MG DRY SYP. 60ML	20	SYP	Gaushala Municipality, Gaus hala, Mahottari	30 day
49	CEFIXIME 400MG	1000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
50	cefixime 100mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
51	ofloxacin 400mg	400	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
52	ofloxacin 200mg	1000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
53	ofloxacin 100mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
54	aceclofenac 100mg	5000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

55	naproxen 500mg	2000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
56	ornidazole 500mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
57	fexofenadine 120mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
58	fexofenadine 180mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
59	pregabalin 75mg	1500	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
60	telmisatran 20mg	1000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
61	telmisatran 40mg	4000	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
62	VITAMIC C(ASCORBIC ACID) 500MG TAB	500	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
63	cefadroxil 500mg	500	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
64	diclofenac gel	1000	Tube	Gaushala Municipality, Gaus hala, Mahottari	30 day
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	30	Syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
66	empagliflozin 10mg	800	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
67	levocetirizine 2.5mg/ml 30ml	60	SYP	Gaushala Municipality, Gaus hala, Mahottari	30 day
68	levocetirizine 5 mg	3000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
69	sitagliptin 100mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
70	clopidogril 75mg	500	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
71	rabiprazole 20mg	7000	TAB	Gaushala Municipality, Gaus hala, Mahottari	30 day
72	magnesium hydroxide + aluminium hydroxide 170ml	50	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
73	ondansetron 4 mg	300	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

74	povidine iodine gargle 1% 100 ml	40	Syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
75	terbinafine 1% 10 GM tube	30	tube	Gaushala Municipality, Gaus hala, Mahottari	30 day
76	terbinafine 250 mg	300	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
77	Linagliptin 2.5mg + metformin 500 mg	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
78	voglibose 0.2	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
79	voglibose 0.3	1000	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
80	pre & probiotics	5	Syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
81	paracetamol 500mg + codine phosphate 10mg	200	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
82	patracetamol DS 250 mg /5 ml	50	Syrup	Gaushala Municipality, Gaus hala, Mahottari	30 day
83	serpeptodase 10 mg	200	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
84	ketorolac 10mg	200	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
85	cefuroxime 250 mg	500	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day
86	tizanidine 4mg	300	tab	Gaushala Municipality, Gaus hala, Mahottari	30 day
87	cefuroxime 500 mg	900	Tablet	Gaushala Municipality, Gaus hala, Mahottari	30 day

Lot/ Package No. : 3

Lot/ Package Name : Surgical Goods

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
[item No]	Description of Surgical Goods	Surgical Goods quantity of item to be supplied	Surgical Goods physical unit for the quantity	Surgical Goods place of delivery	Surgical Goods the number of days following the date of effectiveness the Contract
1	Gauze	150	Roll	Gaushala Municipality, Gaus hala, Mahottari	30 day



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

2	Bandage	100	Roll	Gaushala Municipality, Gaus hala, Mahottari	30 day
3	Spirit	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
4	Cotton	100	roll	Gaushala Municipality, Gaus hala, Mahottari	30 day
5	Syringe	2000	psc	Gaushala Municipality, Gaus hala, Mahottari	30 day
6	Syringe	2000	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
7	Syringe	300	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
8	Surgical Cloth	300	meter	Gaushala Municipality, Gaus hala, Mahottari	30 day
9	Iv Set	200	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
10	Adhesive Tape	80	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
11	Surgical Blade	200	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
12	Iv Cannula	500	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
13	Iv Cannula	300	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
14	Iv Cannula	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
15	Digital Thermometer	50	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
16	Bp Set	25	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
17	Cat gut	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
18	Cat gut	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
19	Cat gut	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day
20	Cat gut	100	pcs	Gaushala Municipality, Gaus hala, Mahottari	30 day

(II) in case of Delivery schedule is determined as evaluation criteria



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

[The Purchaser shall fill in this table from column 1 to 7]

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Delivery Date	
					Earliest Delivery Date	Final Delivery Date
1.	2	3	4	5	6	7
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]

Note: The date of effectiveness of contract shall be as of signing the contract

3. Technical Specification

Notes on 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. The Purchaser shall prepare the detailed TS by taking into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

drafting the TS.

- The use of metric units is encouraged.
- Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. The TS should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided. Where unavoidable, such item description should always be followed by the words "or equivalent." When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- The TS shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - (b) Detailed tests required (type and number).
 - (c) Other additional work and/or Related Services required to achieve full delivery.
 - (d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - (e) List of detailed functional guarantees covered by the Warranty and the specification of the penalties to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. The Purchaser shall include an additional Bidding Form, Form Spec-1 (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the TS, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has



to be presented by the Bidder in its Bid (Form Spec-1).

4. Purchaser Requirement

The Goods and Related Services shall comply with following Technical Specifications and Standards:

1. Summary of Technical Specifications.

Lot/ Package No. : 1

Lot/ Package Name : Essential Medicine

Item No	Name of Goods or Related Service	Technical Specifications and Standards
1	Amlodipine	5mg
2	Amoxyciline	500 mg
3	Amoxyciline	250mg
4	Atropine	0.6mg in 1 ml
5	Calamine	155 w/v,30ml
6	Calcium gluconate	1gm per 10ml
7	Cefixime	200mg
8	Cetirizine	10mg
9	Cetirizine	5mg/5ml
10	Ciprofloxacin	500mg
11	Ciprofloxacin	0.3% w/v 5ml
12	Ciprofloxacin	200mg/ 100ml



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

13	Cloxacillin	250mg
14	Cloxacillin	500mg
15	Dexamethasone	4mg in 1 ml vial
16	Dextrose	5% -500ml
17	Diazepam	2ml amp (5mg/ ml)
18	Diclofenac sodium	50 mg
19	Diclofenac sodium	3ml ampoule (25mg/ml)
20	Doxycycline	100mg
21	Folic acid	5mg
22	Glimepiride	1mg
23	Glimepiride	2mg
24	Hydrocortisone	100mg in vial
26	Hyoscine butylbromide	20mg/ml
27	Hyoscine butylbromide	10mg
28	Lignocaine	2% in vial
29	Losartan	25mg
30	Losartan	50mg
31	Magnesium sulphate	500mg in 2 ml ampoule
32	Metformin	500mg
33	Metformin	1000mg
34	Metronidazole	400mg
35	Metronidazole	200mg/ml
36	Metronidazole	500mg/ 100ml
37	Neomycin	15gm
38	Nifedipine	10mg
39	Oxymetazoline	0.025%, 10ml
42	Paracetamol	500mg
43	Paracetamol	125mg/ml
44	Permethrin	5% w/v
45	Pheniramine	22.75mg/ml 2ML
46	Povidone iodine	5% w/v
47	Ranitidine	150mg
48	Ringer's Lactate	500ml
49	Salbutamol	For nebulisation
50	Normal Saline	500ml
51	Vitamin B complex	Therapeutic

Lot/ Package No. : 2

Lot/ Package Name : Bima Medicine

Item No	Name of Goods or Related Service	Technical Specifications and Standards
1	Calcium 500mg + Vitamin D3 250 IU	Calcium 500mg + Vitamin D3 250 IU

100



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

2	Cholecalciferol 60000 IU	60000 IU
3	Empagliflozin 10 mg	10 mg
4	Empagliflozin 25 mg	25 mg
5	Etoricoxib 90mg	90mg
6	FEBUXAOSTAT 40 MG	40 MG
7	FEBUXAOSTAT 80 MG	80 MG
8	Finasteride 5mg	5mg
9	Itraconazole 100 mg	100 mg
10	Levocetirizine 5mg + Montelukast 10 mg	Levocetirizine 5mg + Montelukast 10 mg
11	Linagliptin 5 mg	5 mg
12	Losartan 25 mg + HYCHLODOTHIAZIDE 12.5 mg	Losartan 25 mg + HYCHLODOTHIAZIDE 12.5 mg
13	Losartan 50 mg + HYCHLODOTHIAZIDE 12.5 mg	Losartan 50 mg + HYCHLODOTHIAZIDE 12.5 mg
14	METFORMINE 1000 MG + GLIMEPRIDE 1 MG	METFORMINE 1000 MG + GLIMEPRIDE 1 MG
15	METFORMINE 1000 MG + GLIMEPRIDE 2 MG	METFORMINE 1000 MG + GLIMEPRIDE 2 MG
16	Metformin 500 mg + Glimepiride 1 MG	Metformin 500 mg + Glimepiride 1 MG
17	Metformin 500 mg + Glimepiride 2 mg	Metformin 500 mg + Glimepiride 2 mg
18	Metoprolol succinate 12.5 mg XL	12.5 mg XL
19	Metoprolol succinate 25 mg XL	25 mg XL
20	Metoprolol succinate 50 mg XL	50 mg XL
21	Mupirocin 2% w/w 5gm	Mupirocin 2% w/w 5gm
22	Pantoprazole 40 mg	40 mg
23	Rosuvastatin 5 mg	5 mg
24	Rosuvastatin 10 mg	10 mg
25	Rosuvastatin 20 mg	20 mg
26	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg	Salmeterol (50 mg) & fluticasone propionate powder for inhalation 250 mcg
27	Sitagliptin 50 mg	50 mg
28	Sitagliptin 50 mg +	Sitagliptin 50 mg + Metformin 1000mg

	Metformin 1000mg	
29	Sitagliptin 50 mg + Metformin 500 mg	Sitagliptin 50 mg + Metformin 500 mg
30	Tamsulosin Hydrochlorid 0.4mg	0.4mg
31	Amlodipine 5 mg + Losartan 50 mg	Amlodipine 5 mg + Losartan 50 mg
32	Amlodipine Besylate 5 mg + Losartan 25 mg	Amlodipine Besylate 5 mg + Losartan 25 mg
33	Atorvastatin 10 mg	10 mg
34	Atorvastatin 20 mg	20 mg
35	Drotaverine 40 mg	40 mg
36	Drotaverine 80 mg	80 mg
37	Vitamin B Complex 200 ml	200 ml
38	Methylcobalmin 1500 mcg	1500 mcg
39	Tiotropium inhalation powder 18 mcg (Rotacap)	18 mcg (Rotacap)
40	HYDROXYCHLOROQUIN E SULFATE 200MG	200MG
41	Methotrexate 7.5mg	7.5mg
42	thyroxin 12.5mg	12.5mg
43	thyroxin 25mg	25mg
44	thyroxin 50mg	50mg
45	thyroxin 75mg	75mg
46	thyroxin 100mg	100mg
47	CEFIXIME 50MG/5ML 60ML	CEFIXIME 50MG/5ML 60ML
48	CEFPODOXIME 50MG DRY SYP. 60ML	50MG DRY SYP. 60ML
49	CEFIXIME 400MG	400MG
50	cefixime 100mg	100mg
51	ofloxacin 400mg	400mg
52	ofloxacin 200mg	200mg
53	ofloxacin 100mg	100mg
54	aceclofenac 100mg	100mg
55	naproxen 500mg	500mg
56	ornidazole 500mg	500mg
57	fexofenadine 120mg	120mg
58	fexofenadine 180mg	180mg
59	pregabalin 75mg	75mg
60	telmisatran 20mg	20mg



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

61	telmisatran 40mg	40mg
62	VITAMIC C(ASCORBIC ACID) 500MG TAB	VITAMIC C(ASCORBIC ACID) 500MG TAB
63	cefadroxil 500mg	500mg
64	diclofenac gel	diclofenac gel
65	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml	Amoxyciline 200mg + clavulanic acid 28.5 mg 60ml
66	empagliflozin 10mg	10mg
67	levocetirizine 2.5mg/ml 30ml	levocetirizine 2.5mg/ml 30ml
68	levocetirizine 5 mg	5 mg
69	sitagliptin 100mg	100mg
70	clopidogril 75mg	75mg
71	rabiprazole 20mg	20mg
72	magnesium hydroxide + aluminium hydroxide 170ml	magnesium hydroxide + aluminium hydroxide 170ml
73	ondansetron 4 mg	4mg
74	povidine iodine gargle 1% 100 ml	povidine iodine gargle 1% 100 ml
75	terbinafine 1% 10 GM tube	terbinafine 1% 10 GM tube
76	terbinafine 250 mg	250mg
77	Linagliptin 2.5mg + metformin 500 mg	Linagliptin 2.5mg + metformin 500 mg
78	voglibose 0.2	voglibose 0.2
79	voglibose 0.3	voglibose 0.3
80	pre & probiotics	pre & probiotics
81	paracetamol 500mg + codine phosphate 10mg	paracetamol 500mg + codine phosphate 10mg
82	paracetamol DS 250 mg /5 ml	paracetamol DS 250 mg /5 ml
83	serpeptodase 10 mg	10mg
84	ketorolac 10mg	10mg
85	cefuroxime 250 mg	250mg
86	tizanidine 4mg	4mg
87	cefuroxime 500 mg	500mg

Lot/ Package No. : 3

Lot/ Package Name : Surgical Goods

Item No	Name of Goods or Related Service	Technical Specifications and Standards
1	Gauze	90 x 60 mm



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

2	Bandage	90 x 60 mm
3	Spirit	500 ml
4	Cotton	300 gm
5	Syringe	3 ml
6	Syringe	5 ml
7	Syringe	10 ml
8	Surgical Cloth	meter
9	Iv Set	pcs
10	Adhesive Tape	4mm
11	Surgical Blade	20N
12	Iv Cannula	20 N
13	Iv Cannula	22 N
14	Iv Cannula	24 N
15	Digital Thermometer	Measurement range: 90.0 °F to 109.9 °F Temp. < 90.0 °F: display «L» for low (too low) Temp. > 109.9 °F: display «H» for high (too high) Measurement accuracy: ±0.2 °F between 93.2 °F and 107.6 °F Operating Environment: 50 °F to 104 °F Storage Environment: -13 °F to 140 °F, humidity of 15 % to 95 % (noncondensing) Battery: 1.5/1.55 V; LR 41 Battery lifetime: 4500 approx.
16	Bp Set	[Measuring Range: 0 to 300 mmHg Cuff Size: Medium soft cuff (22–32 cm) Weight: 450 g : Accessories: Bulb, air valve, and a soft storage bag
17	Cat gut	1-0
18	Cat gut	2-0
19	Cat gut	1
20	Cat gut	2

2. Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

5. 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.

<i>List of Drawings</i>		
<i>Drawing No.</i>	<i>Drawing Name</i>	<i>Purpose</i>



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section VI. General Conditions of Contract (GCC)

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the SCC.

The GCC are a Contract document and, therefore, are a part of the Contract.

Table of Clauses

1.	Definitions.....	109
2.	Contract Documents	110
3.	Fraud and Corruption.....	110
4.	Interpretation	112
5.	Language.....	113
6.	Joint Venture, Consortium or Association	113
7.	Notices	113
8.	Governing Law.....	113
9.	Settlement of Disputes	113
10.	Scope of Supply	114
11.	Delivery	114
12.	Supplier's Responsibilities.....	114
13.	Purchaser's Responsibilities	114
14.	Contract Price	114
15.	Terms of Payment	114
16.	Taxes and Duties	115
17.	Performance Security	115
18.	Copyright.....	116
19.	Confidential Information	116
20.	Subcontracting.....	117
21.	Specifications and Standards.....	117
22.	Packing and Documents	118
23.	Insurance	118



24.	Transportation	118
25.	Inspections and Tests	118
26.	Liquidated Damages.....	119
27.	Warranty.....	120
28.	Patent Indemnity	120
29.	Limitation of Liability	121
30.	Change in Laws and Regulations.....	122
31.	Force Majeure.....	122
32.	Change Orders and Contract Amendments	122
33.	Extensions of Time	123
34.	Termination	124
35.	Assignment	125



[Handwritten signature]

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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. (l) "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
-----------------------	---



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	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) "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 includes the legal successors or permitted assigns of the Supplier. (o) "GoN" means the Government of Nepal. (p) "The Site," where applicable, means the place named in the SCC.
2. Contract Documents	2.1 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. Fraud and Corruption	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"¹¹ 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"¹² 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"¹³ is 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; (v) "obstructive practice" is

¹¹ 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.

¹² "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹³ a "party" refers to a participant in the procurement process or contract execution.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

- (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, on the recommendation of the Purchaser, Public Procurement Monitoring Office 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 in any of the following acts:
 - (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts,
 - (iii) engaging in corrupt or fraudulent practice or involving in such act,
 - (iv) interference in participation of other competing bidders,
 - (v) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - (vi) collusive practice among bidders/suppliers before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
 - (vii) 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,
- (b) if it is established later that the Supplier 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.

3.3 Incase of DP funded bid, DP:

- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation; (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank. 3.4 The Supplier shall be prosecuted for offenses under prevailing criminal laws, if the supplier: (i) Misuses the Advance Payment or payments received from the Purchaser; (ii) Receives payment by submitting false information or documents; (iii) Abandons the contract before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Purchaser.
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 Nonwaiver (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, all of the parties shall be jointly and severally liable to the 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. 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 Supplier 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 through e-GP system, fax, email or courier with proof of receipt. 7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
8. Governing Law	8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
9. Settlement	9.1 The Purchaser and the Supplier shall make every effort to settle



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

of Disputes	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 Payment	15.1 The Contract Price shall be paid as specified in SCC. 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	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 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Supplier the proportion stated in the SCC. Half of the total amount retained shall be repaid 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 and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office. 15.4 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. 15.5 Payments shall be made to the Supplier under this Contract in Nepalese Currency. 15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made. 15.7 If the advance payment is provided under GCC 15.1 is not repaid due to non-performance of the contract, by the Supplier within the time period specified in the Contract, the Purchaser shall recover the advance payment by enforcing the bank guarantee as provided under GCC 15.1, and shall also recover interest on the advance amount from the Supplier at a rate stated in SCC.
16. Taxes and Duties	16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
17. Performance Security	17.1 The Supplier shall, within fifteen (15) days of the receipt of 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.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	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.
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.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकारी

	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. Subcontracting	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 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. 20.3 The Supplier shall give prior notice to the Purchaser clearly specifying the nature, scope, and responsibilities of the work to be performed, to engage other subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities during the implementation of the contract. 20.4 Before notifying the Purchaser as per GCC 20.1, the Supplier shall enter into a written agreement with the subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities, quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the work. 20.5 The Supplier shall provide the Purchaser with details of the payments made to the subcontractors, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 20.1. 20.6 If the Supplier is found not to have made payment to the subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities engaged under GCC 20.1 in accordance with the terms of the agreement, the Purchaser may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the Supplier, retention money, or forfeited performance security.
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



ओम बहादुर अरि
प्रमुख प्रशासकीय

	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 against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
24. Transportation	24.1 The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination 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.
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.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकारी

	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 Sub-Clause 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 Sub-Clause 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	26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकारी

Damages	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 day 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 Indemnity	28.1 The Supplier shall, subject to the Purchaser's compliance with 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:



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(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	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 of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and



121

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(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. Change in Laws and Regulations	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;



ओम बहादुर अधिकारी

	(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. <u>Within the contract period</u>, 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 The Supplier shall submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity, within fifteen (15) days of receiving the Letter of Extension of Intended Completion Date from the Purchaser. 33.3 If the Supplier fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents, as required with extended validity within the prescribed time as per ITB 33.2, the Supplier shall pay fine at the rate of 0.01% of the final contract price (without VAT but including PS) per day for a maximum of fifteen (15) days. The Purchaser may deduct the fine from payments due to the Supplier. 33.4 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 33.1.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

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;

(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 contractual obligations.

(iv) The purchaser may terminate the contract at any time in the following condition, if the supplier:

(aa) does not commence the work as per the contract,

(bb) abandons the contract without completing,

(cc) fails to achieve progress as per the contract.

(v) The supplier fails to submit Performance Security, Advanced Payment Guarantee (if any) and Insurance Policy documents with extended validity within the time prescribed pursuant to GCC 33.3.

(w) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a),

i) 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 pay to the Purchaser for any losses, damages incurred by the Purchaser and any additional costs for such undelivered or not performed Goods or Related Services as Government dues. After recovering any such losses, damages and extra costs, the Purchaser shall pay any balance to the Supplier,

ii) forfeit the Performance Security,

iii) withhold further payments to the Supplier until the costs of completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Purchaser, have been established



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	If the total amount due to the Purchaser exceeds any payment due to the Supplier, the difference shall be a debt payable to the Purchaser. However, the Supplier shall continue performance of the Contract to the extent not terminated. (x) 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.
36. Social Security	36.1 The Supplier shall enroll the labourers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with



Fund	prevailing laws. 36.2 The Supplier shall be responsible to disburse the remuneration, benefits, and other payments of the labourers, employees, or workforce into the bank account of the concerned individual. 36.3 The Supplier shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel
------	---

19



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

Section VII. Special Conditions of Contract

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.

GCC 1.1(i)	The Purchaser's country is: <i>Nepal</i>
GCC 1.1(j)	The Purchaser is: Gaushala Municipality, Gaushala, Mahottari
GCC 1.1 (p)	The Site is: Office Of Muncipal Excutive, Gaushala, Mahottari
GCC 5.1	The language shall be: <i>Nepali or English</i> The language for translation of supporting documents and printed literature is: English .
GCC 7.1	For notices, the Purchaser's address shall be: Name and Address of the Purchaser: Gaushala Municipality, Office Of Muncipal Excutive, Gaushala, Mahottari Telephone number: 9854054111 Facsimile number: e-mail Address: store.gaushalamun@gmail.com For notices, the Suppliers's address shall be: N/A Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at NEPCA
GCC 10.1	The Scope of Supply shall be defined in: <i>"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.</i>
GCC 11.1	Upon delivery of the Goods to the transporter, the Supplier shall notify the



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	Purchaser and send the following documents to the Purchaser: - Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; - Copy of packing list indentifying the contents of each package; - Delivery note, railway receipt, or truck receipt; - Manufacturer's or Supplier's warranty certificate; - Certificate of origin; and - 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 necessary]
GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract. ¹⁴ or The prices charged for the Goods delivered and Related Services to be performed shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula: $\Delta P = P_0 \left(a + b \frac{L_1}{L_0} + c \right)$ in which: ΔP = adjustment amount payable to the Supplier. P_0 = Contract Price (base price). a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent. b = estimated percentage of labor component in the Contract Price. c = estimated percentage of material component in the Contract Price.

¹⁴ If duration of contract is less than 12 months price adjustment shall not be applicable



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The coefficients a, b, and c shall be specified by the Purchaser in the bidding document. The sum of the three coefficients should be one (1) in every application of the formula. The Bidder shall indicate in its Bid, the source of the indices and the base dates for such indices. Base date = thirty (30) days prior to the deadline for submission of the Bids. Date of adjustment =<i>[insert number of days or weeks]</i> prior to date of shipment (representing the mid-point of the period of manufacture). The maximum amount of price adjustment to be made pursuant to this clause shall not generally be more than <i>[Insert percent, normally twenty five (25)]</i> percent of the initial contract prices without VAT but including PS.
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: - The payment shall be made: - through accounts division/unit of the Purchaser or - Through the District Treasury Controller Office. <i>[Delete those not appropriate]</i> - Payments shall be made in Nepalese Rupees in the following manner: - The provision of Advance Payments "<i>Not Applicable</i>" in the contract. If Applicable, Advance Payment: <i>[Insert value not exceeding twenty (20) if required]</i> percent of the contract price without VAT but including PS, and shall be paid in two equal installments to the supplier. <i>[Specify how and when the installments will be paid]</i>. The Supplier shall submit the list of activities for which the Advance Payment for mobilization is to be used along with their time schedules. - Milestone 1 <i>[insert milestone]</i>:<i>[insert percentage]</i> of contract price. - Milestone 2 <i>[insert milestone]</i>:<i>[insert percentage]</i> of contract price.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

	(c) The Purchaser may, prior to acceptance and against payment due under the applicable milestone, require the Supplier to furnish an unconditional bank guarantee issued by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. The Bank Guarantee issued by a foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. <i>[Note: The milestones may be shipment, delivery, testing, installation, acceptance etc. or any appropriate combination as per necessity depending upon the nature of supply]</i>
GCC 15.3	The proportion of payments retained is: "Not applicable" (Note: Mention not applicable only if supplier's performance and/or warranty obligations under the Contract do not remain after payment.)
GCC 15.6	The interest rate that shall be applied for payment delay is : as per NRB
GCC 15.7	Recover interest on the advance amount from the Supplier should be at a rate of 10 %.
GCC 17.1	The Supplier shall provide a Performance Security as per ITB 43.1.: The Performance Security amount is NPR 5% of Bid Price (without VAT but including PS) prior to contract agreement ... and shall be valid for the period of 13 months of the period of validity of performance security which shall normally be valid until a date 30 days beyond the end of the Warranty Period.] The performance security shall be forfeited by the Purchaser, 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 commercial 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 or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.



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: - Contract number : - Name and address of the Purchaser: - Country of origin, - Gross weight - Net weight - Package number of total number of packages - Brief description of content [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 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: <i>[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out. For example insert for each test:</i> Goods: _____ Type of Test: _____ Time or Milestone: _____ Place: _____ Address: _____ Country: _____ /
GCC 26.1	The applicable rate of liquidated damages shall be: <i>0.05 percent of the Contract Price without VAT but including PS per day.</i>

GCC 26.1	The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price without VAT but including PS.</i> The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price <i>without VAT but including PS</i> 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: <i>[insert the period of validity of the warranty]</i> For the purposes of the Warranty, the place of final destination shall be: <i>[insert place]</i>
GCC 27.5 & GCC 27.6	The Supplier shall correct any defects covered by the Warranty within: <i>[insert period, i.e. number of days]</i> of being notified by the Purchaser of the occurrence of such defects.




 ओम बहादुर अधिकारी
 प्रमुख प्रशासकीय अधिकृत

Section VIII. Contract Forms

Table of Forms

Letter of Intent.....	134
Letter of Acceptance	135
Contract Agreement.....	136
Performance Security.....	137
Advance Payment Security.....	138
Table of Price Adjustment Data.....	139



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Letter of Intent

[on letterhead paper of the Purchaser]

..... [Insert 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 the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible evaluated bid closest to the Average Bid Price.

To: [Insert name and address of the Supplier]

Subject: Issuance of letter of intent to award the contract

This is to notify you that, it is our intention to award the contract, for execution of the
name of the contract and identification number, as given in the BDS/SCC to you as your bid price
..... amount in figures and words in Nepalese Rupees as corrected and
modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive
evaluated bid closest to the Average Bid Price.

Authorized Signature:

Name:

Title:

CC:

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

134

ओम खहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Letter of Acceptance
[on letterhead paper of the Purchaser]

..... date

To: *name and address of the Supplier*

Subject: Notification of Award

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

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The amount of performance security shall be NPR.....*[Insert amount]* and validity period of performance security shall be*[insert validity period as per SCC 17.1]*.

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

Authorized Signature:

Name and Title of Signatory:

135


ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत


Contract Agreement

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 supply of those Goods and Related Services in the sum of NPR[insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid and the Price Schedules submitted by the Supplier;
 - (c) The Addenda Numbers[Insert addenda numbers if any].....
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Requirements;
 - (g) the Price Schedules and
 - (h) [indicate any other documents required as appropriate]

This Contract Agreement 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)

136

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Performance Security

On Letterhead paper of the bank [Insert Bank's Name, and Address of Issuing Branch or Office]

Performance Guarantee No.: *[Insert guarantee reference number].....*

To: *[insert complete name and address of Purchaser]*

We have been informed that *[insert complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter "the Supplier") has received the notification of award Contract No. *[Insert reference number of the Contract]*, for the execution of *[insert identification number and name of contract and brief description of Goods]* (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]*

137
ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत

नेपाल पालिका
नगर कार्यपालिकाको कार्यालय
मै.शाला, महोत्तरी
मधेश प्रदेश, नेपाल
२०७४

Advance Payment Security

On Letterhead paper of the bank [Insert Bank's Name, and Address of Issuing Branch or Office]

Advance Payment Guarantee No.: [Insert guarantee reference number]

To: [insert complete name and address of Purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security] for the Contract No. [insert reference number of the Contract], for the execution of [insert name of contract and brief description of Goods] (hereinafter "the Contract"), 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]

138.

ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत



Table of Price Adjustment Dataⁱ
[To be used if Price Adjustment is applicable as per GCC 14.2]

Code	Index Description	Source of Index	Base Value and Date	Purchaser's Weighting (coefficient)
(1)	(2)	(3)	(4)	(5)
	Non - Adjustable (a)			
	Labor (b)			
	Materials (c)			
		Total		1.00

ⁱ Note: Source of Indices and Base value for such indexes in the "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Purchaser.



ओम बहादुर अधिकारी
प्रमुख प्रशासकीय अधिकृत