

BIDDING DOCUMENT

For

THE PROCUREMENT OF

***[Procurement and Supply of Medical Equipments for
Dhurkot Rural Municipality]***

Sealed Quotation (SQ)

[Dhurkot Rural Municipality]



Rudra Bahadur Pachhai
Chief Administrative Officer

Issued on:2026-9-1

Issued to:All eligible bidders

Invitation for Quotations No.: ODRM-Gulmi-G-SQ-28-083/84

SQ No.:

ODRM-Gulmi-G-SQ-28-083/84

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Section I. Invitation for Sealed Quotation

Name of the Office: Dhurkot Rural Municipality

Address of the Office: Barbot, Gulmi

Invitation for Sealed Quotation for the procurement of **[Procurement and Supply of Medical Equipments for Dhurkot Rural Municipality]**.

Sealed Quotation No: ODRM-Gulmi-G-SQ-28-083/84

Date of first Publication: 2026-09-01 (first notice)

1. **Dhurkot Rural Municipality** invites sealed quotations from registered Suppliers for the supply, delivery and installation of **Procurement and Supply of Medical Equipments for Dhurkot Rural Municipality**.
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of **Dhurkot Rural Municipality** and website **dhurkotmun.gov.np**.
3. A complete set of Bidding Documents may be purchased from the office **Dhurkot Rural Municipality, barbot, Gulmi** and the office **Dhurkot Rural 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 NRs. 1000.00 till 7 september 2026 during office hours.
4. Bidders, submitting their bid manually, should deposit the cost of bidding document in the following account

Name of the Bank: Laxmi Sunrise Bank

Name of Office: **Dhurkot Rural Municipality**

Office Code no. : **80552506300**

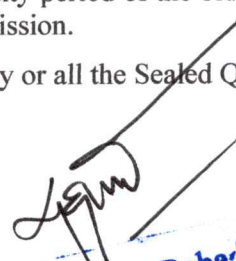
Office Account no.: **0910501307703007**

Rajaswa (revenue) Shirshak no. : 14229

Sealed bids must be submitted to the office **Dhurkot Rural Municipality**

by hand on or before **[12.00 PM]** on **[8 September 2026]**. Bids received after this deadline will be rejected.

5. The bids will be opened in the presence of Bidders' representatives who choose to attend at **[8 September 2026 time 13.00PM]** at the office of [insert the office address]. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of **NPR 101,000.00**, which shall be valid for 30 days beyond the validity period of the bid. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. **0910501307701002** at **Laxmi Sunrise Bank, Dhurkot RM -04, Barbot, Gulmi** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
7. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.


Rudra Bahadur Pachhai
Chief Administrative Officer



8. *[Add other information regarding requirement of the Purchaser.]*



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract.

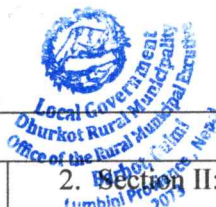
These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.


Rudra Bahadur Pachhai
Chief Administrative Officer



Section II. Instructions to Bidder

1. Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified in BDS. a) Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate 081/82 or Evidence of Time Extension or Tax return submission evidence for the Fiscal Year as specified in BDS d) Business registration certificate/licence (if required) e) Power of Attorney to sign the Sealed Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV. Other g) Other Documents as needed as specified in BDS h) Manufacture authorization letter. 2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay loan disbursed by bank or financial institution, 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.
3. One Quotation per Bidder	3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Quotation Form	6.1 The Quotation Form comprise the sections listed below: 1. Section I: Invitation for Sealed Quotation (SQ)



	2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet 4. Section IV Quotation Forms and Price Schedule 5. Section V: Schedule of Requirements 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract 8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation	8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation	9.1 The Quotation by the Bidder shall comprise the following: a. Quotation Form and Price Schedules b. Bid Security c. Schedule of Requirements d. Eligibility Information as per BDS 2.1 e. Power of Attorney of Bid Signatory and The Quotation form and price schedules must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested
11. Quotation Validity	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. In the case of electronic submission, if any technical issue arises in the handling of the e-GP system, the PPMO may extend the deadline for submission. However, the validity period of the quotation shall still be counted from the original submission deadline. The sealed quotation valid for a shorter period shall be rejected by the Employer as nonresponsive
12. Quotation/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same

	otherwise the Sealed Quotation shall be non-responsive. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid. The Bid security valid for shorter period shall be rejected. 12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid, then Bid shall be rejected. 12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of bid validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause ITB 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause ITB 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause ITB 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification 12.5 The purchaser shall return the bid securities except those that are to be forfeited as per ITB 12.4 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 25.1 and ITB 24.2.
13. Format and Signing of Quotations	13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
14. Sealing and Marking of Quotations	14.1 Bidders may submit their bids by manually when so specified in the BDS. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and



	identification number of the Sealed quotation. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address or submitted manually no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Quotations	21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an

[Signature]
Rudra Bahadur Pachhai
 Chief Administrative Officer



	obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a),(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited. 21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23. Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all sealed quotations at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all sealed quotations submitted and specifically, Sealed Quotation securities, shall be promptly returned to the Bidders.
	23.2 The purchaser shall give notice of the rejection of sealed quotations or



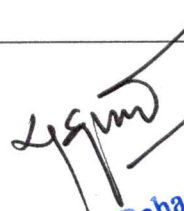
	the cancellation of the procurement proceedings pursuant to ITB 23.1, along with the reasons for such rejection or cancellation, to all bidders participating in the sealed quotation.
	23.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 23.2, the grounds for the rejection of all sealed quotations or the cancellation of the procurement proceedings, the public entity shall provide such information to that bidder.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant ITB25 and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and, upon which the Contract shall then be awarded to the next successive successful Bidder.
25. Performance Security	25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in an amount in NPR equal to 5% of Bid Price (without VAT but including PS) from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser. 25.2 Failure of the successful Bidder to submit the Performance Security pursuant to ITB 25.1, engaged in corrupt or fraudulent practices pursuant to ITB 26.1 or failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Sealed Quotation security.
26. Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question. 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27. Conduct of	27.1 The Bidder shall be responsible to fulfil his obligations as per the



Bidders	procurement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. 27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
28. Blacklisting Bidder	28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub-Clause ITB 27.2, b) if it is proved later that the bidder/Supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser, (f) a Bidder requests for withdrawal or modification of its quotation: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of quotation, in case of electronic submission; (ii) from the period twenty-four hours prior to quotation submission deadline up to the period of quotation validity specified by the Bidder on the Letter of quotation, in case of hard copy submission.



	(g) if the bidder does not provide clarifications of its sealed quotation by the date and time set in the Employer's request for clarification as per ITB 21.2. (h) a Bidder changes the prices or substance of the sealed quotation while providing information pursuant to ITB 21.2. 28.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, 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.
29. Publication of contract award notice	29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>. Such notice shall also be posted in its website and PPMO's website. a. Name of the procurement, b. IFB number, c. date and name of newspaper published the IFB notice, d. name of the successful Bidder, and the contract price. 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30. Provision of PPA and PPR	30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.


Rudra Bahadur Pachhai
 Chief Administrative Officer



SECTION - III

Bid Data Sheet

ITB 1	The scope of Supply is: <i>Procurement and Supply of Medical Equipments for Dhurkot Rural Municipality</i> The number of the Invitation for Sealed Quotation (SQ) is :ODRM-Gulmi-G-SQ-28-083/84 The Purchaser is: Dhurkot Rural Municipality The name of the Project is: <i>Procurement and Supply of Medical Equipments for Dhurkot Rural Municipality</i>
ITB 2.1	All Bidders shall submit following documents as pre- requisites for eligibility: 1. Tax Clearance Certificate for the F/Y ...081/82 or evidence of time extension. 2. Business registration certificate/Licence . 3. Manufacturing Authorization Letter 
ITB 12.1	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NPR 101000.00 which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Bank Name: Laxmi Sunrise Bank Ltd. Bank Address: Barbot, Gulmi Account holder's Name: Dhurkot Ga.Pa.Ga. 3.1 Sthaniya Taha Dharauti Khata Account Number: .0910501307701002
ITB 14.1	Bidders shall have the option of submitting their bids manually. <i>Option 3: "by mail/ by hand / by courier"].</i> "Bidders shall follow the bid submission procedures specified below: i. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download form dhurkotmun.gov.np. ii. The registered bidders need to maintain their profile data required during preparation of bids. iii. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid. iv. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) 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 bids.



vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1	Letter of Quotation	Mandatory	PDF
2	Quotation Security/Bank Guarantee	Mandatory	PDF
3	Company registration	Mandatory	PDF
4	Business registration certificate/Licence (if required)	Mandatory	PDF ✓
5	VAT registration	Mandatory	PDF
6	Tax clearances certificate or evidence of tax return submission for the F/Y 081/82 or time extension	Mandatory	PDF
7	Power of Attorney of Bid signatory	Mandatory	PDF
8	Completed Price Schedule	Mandatory	PDF
9	Bank Voucher for cost of bid document	Mandatory	PDF
10	Joint venture agreement/intent of JV	Mandatory in case of JV Bids Only	PDF
11	Manufacturing authorization letter.	Mandatory	PDF

Note:

a) The documents specified as "Mandatory" should be included in submission and non-submission of the documents shall be considered as non-responsive bid.

vii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

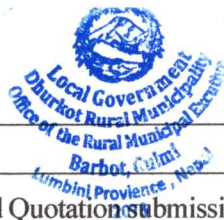
viii. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.

ix. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.

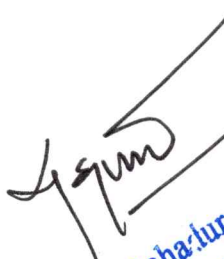
x. The Bidder/Quotation shall meet the following requirements and conditions for submission of bids;

The submitted Quotations must be readable through PDF reader.

[Signature]
Rudra Bahadur Pachhai
 Chief Administrative Officer



ITB 15	The deadline for Sealed Quotations submission is: Date: 8 September 2026 Time : 12:00 pm Address: Dhurkot Rurral Municipality office
ITB 18	The Sealed Quotation opening shall take place at : Address : Dhurkot Rurral Municipality Date: 8 september 2026 Time : 1:00 pm ✓


Rudra Bahadur Pachhai
 Chief Administrative Officer



Section IV. Quotation Form and Price Schedule

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

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

The discounts offered and the methodology for their application for subject contract are *[insert discount percentage]* of quoted amount.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

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

We understand that this SQ, 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.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]


Rudra Bahadur Pachhai
Chief Administrative Officer

Duly authorized to sign SQ for and on behalf of _____



2. Bidder's Information Form

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

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

[Signature]
Rudra Bahadur Pachhai
 Chief Administrative Officer



3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

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

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

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

Name _____

In the capacity of _____

Signed _____

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

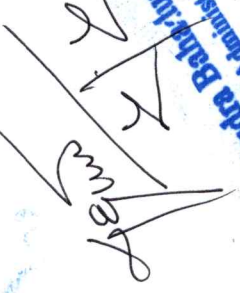
Date: _____

[Signature]
Rudra Bahadur Pachhai
 Chief Administrative Officer

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

Local Government
Dhurkot Rural Municipality
Office of the Rural Municipality Executive
Barbot, Gulmi
Bill of Quantity

 **Local Government**
Dhurkot Rural Municipality
Office of the Rural Municipality Executive
Barbot, Gulmi
2073


Rudra Bahadur Pachhal
Chief Administrative Officer

Name of Project: procurement of Medical Equipments for Dhurkot Rural Municipality
Location: Dhurkot Rural Municipality Barbot Gulmi

s.n	Item Name	Unit	Quantity	Unit Rate (NRS)		Amount	Remarks
				In Figure	In Word		
1	Portable USG Machine With ECHO Probe	Set	1				
2	Patient Monitor 14 inch	Set	3				
3	Patient Bed	Set	4				
4	Emergency Crash Cart Trolley	Set	2				
5	Suction Machine	Set	1				
6	Delivery Bed	Set	2				
7	Perilight,	Set	1				
8	Thermocogulatro Machine	Set	1				
Total							
13%vat Add							
Grand Total							

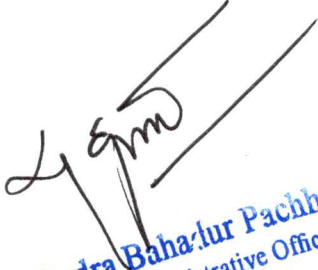
Signature of Contractor:
Name of the Firm:
Address:

Section V Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.²

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]
	All equipments must be supplied before			27/10/2026	


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² The delivery may be specified for a single delivery, or for several partial deliveries, for a specific date, or range of acceptable delivery periods.
 Standard Bidding Documents, Procurement of Goods Sealed Quotation, 2018

2. Technical Specifications

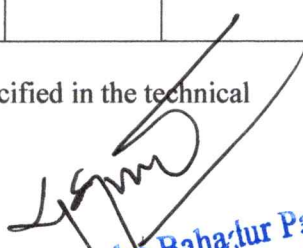
The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must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

Purchaser Requirement

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards		Bidders proposed		Reference page no. Catlogue page no.	The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
		Particulars	Requirements	proposed technical description, specification and standard			
				Particulars	details		
1	2	3	4	5			6

[Provide information on Column 1 to Column 4]

Bidders shall mention each and every proposed technical details as specified in the technical details.

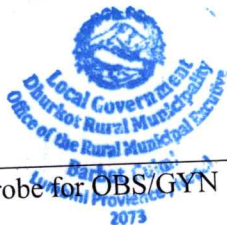

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Technical Specification of USG with Echo

S.N.	Purchaser's Specifications	Bidders compliance Sheet		
		Yes/No	Pg No	Remarks
	Color doppler ultrasound machine			
	Manufacturer:			
	Brand:			
	Type / Model:			
	Country of Origin:			
1.	Description of Function			
1.1	Software package and auto report for Basic, Obstetrics, Gynecology, Urology, Andrology, Cardiac, Peripheral Vascular, Venous, Small Parts, Orthopedic, Pediatrics, etc.			
1.2	B, B/B, 4B, M, B+M, Color M mode, CFM, CF+B mode simultaneously, PDI, DPDI, optional TDI, TSI, PW+auto trace, wide mode, ITHI imaging, CW, etc			
1.3	Panoramic imaging, support Trapezoidal imaging, Virtual convex array and Convex array expansion, Compound imaging, etc			
1.4	128 elements high resolution, Support 2D, 3D, optional 4D Imaging			
1.5	IMT auto measurement, automatic endometrial measurement, automatic quality evaluation			
1.6	PW duplex and triplex can be switched freely			
1.7	With image improvement function like speckle reduction and image enhancement			
1.8	Built in workstations, databases, reports can be inserted into images, fetal development curves, scoring standards, etc.			
1.9	Online attention function, instruct the user how to operate in the next step.			
1.10	Printed area are adjustable, which can be pictures, reports or picture+report, etc			
1.11	Multi-function for optional: Contract Medium imaging, Needle Enhancement, Anatomy M, TDI, etc			
1.12	Presetting for doctor's preference setting			
2	System Configurations			
2.1	15-inch LED Portable color Doppler ultrasound imaging system with two probe connector ports, with probe locker to make sure probe can connect the machine well			

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	· 1 unit of broad bandwidth convex array probe for OBS/GYN and abdominal application. · 1 unit of broad bandwidth phased array probe for cardiac use			
3	Technical Specifications			
3.1	The machine is intended to be carried to the field or the patient ward with the inbuilt battery system to examine patients who could not come to USG room.			
3.2	Shall have built-in rechargeable battery which shall support minimum 2 hours of routine ultrasound			
3.3	Main unit:			
3.4	Display not less than 15"color LED display			
3.5	Full alphanumeric keyboard.			
3.6	Probe connector:at least 2 probe connectors.			
3.7	· 1 unit of broad bandwidth of 2-6MHz or better, convex array probe for OB/GYN and abdominal application. · 1 unit of broad bandwidth of 2-4MHz or better, phased array probe for cardiac use			
3.8	The system shall accept most of the common probe types of:convex array, linear array, phased array, transvaginal, micro-convex, 4D volume probe			
3.9	Should come with various Scan modes:B,M,PDI,CFM,PW,CW Mode, Intrinsic Tissue Harmonic Imaging			
3.10	With digital broad bandwidth multi-frequency imaging capability.			
3.11	With Doppler angle and angle correction.			
3.12	Frame rate should be 80fps or more.			
3.13	Display depth: minimum 30cm.			
3.14	Grayscale levels:256.			
3.15	The machine shall include the following functions:			
3.16	Programmable pre-set examination protocols store common setting related to image display/adjustment,annotation.			

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3.17	Should come with software packages for Abdomen, Gynecology, Obstetrics, Urology, Small Part and cardiology package.			
3.18	Should have Neonatal and Obstetric analysis: BPD (biparietal diameter), CRL (crown-rump length), AC (abdominal circumference), FL (femur length), GS (gestation sac), GA (estimation of gestation age), foetal weight, Skull etc.			
3.19	Should have velocity color to detect color flow with PW and CW			
3.20	Should come with pre-and post-processing.			
3.21	Dynamic range, selectable up to approximately 200dB.			
3.22	Image storage: Shall be able to store still and video images, shall be able to store about 1000 images on main unit.			
3.23	Cine memory of 250 or more frames for cine loop playback			
3.24	Should have DICOM 3.0 connectivity			
3.25	Should support with any kind of printers, like laser printer, jet printer, video printer			
3.26	inside storage 128G storage not less than			
4	Accessories, Spare Parts and Consumables			
4.1	Main unit, inside battery, one convex probe, one phased array probe, user's manual, adaptor, carry bag, guarantee card			
5	Operating Environment			
5.1	Power supply: 220-240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 meters in length.			
6	Standards & Safety Requirements			
6.1	Must submit ISO13485 for Medical Devices			
6.2	CE Or USFDA certificate.			
7	User Training			
7.1	The Supplier shall conduct user training for this equipment to enable operators to use the equipment properly. The training shall include the use of all operational functions of the equipment, as well as routine checks and maintenance expected by users.			
8	Warranty			
8.1	Comprehensive warranty for min 2 years after acceptance.			

9	Maintenance Service During Warranty Period			
9.1	During the warranty period supplier must ensure preventive maintenance and corrective/breakdown maintenance whenever required.			

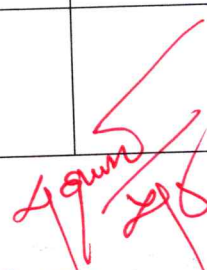


Sum
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Technical Specification of Patient Monitor

S.N.	Purchaser's Specifications	Bidders compliance Sheet		
		Yes/No	Pg No	Remarks
	Patient Monitor			
	Manufacturer:			
	Brand:			
	Type / Model:			
	Country of Origin:			
1.	Description of Function			
	A patient monitor is a medical device that continuously measures, records, and displays a patient's vital signs and other physiological data (like heart rate, blood pressure, oxygen saturation, breathing) to help healthcare providers assess their condition, detect changes, and manage care in			
2.	System Configuration			
	Patient Monitor with standard Accessories.			
3.	Technical Specifications			
a)	15 inch high resolution color LED display,			
b)	Parameters: ECG, HR, RESP, NIBP, SpO2, Temperature should be provided.			
c)	ECG: 3-lead / 5-lead selectable, Arrhythmia & ST analysis should be provided.			
d)	HR: - Adult: 15–300 bpm - Pediatric/Neonate: 15–350 bpm			
e)	SPO2 Range: 0–100%, Accuracy: $\pm 2\%$			
f)	Adult, Pediatric & Neonate modes; Oscillometric method			
g)	Range: 0°C – 50°C , Accuracy: $\pm 0.1^{\circ}\text{C}$			
h)	Respiration: Impedance method, Apnea alarm supported			
i)	Parameters including ECG, RESP, SPO2, NIBP, TEMP, Pulse Rate Maximum 720 hour graphic and tabular trends of all parameters			
j)	Alarms: Audible and visual, 3 levels (Low/Medium/High)			
k)	Rechargeable Lithium battery with minimum 3 hours battery backup.			
l)	Upgradable ETCO2, IBP should be provided.			
m)	Has PVI function			
n)	Deep anesthesia module, anesthetic gas module for optional			
o)	Has optional wifi, central monitoring function			
p)	Optional touch screen, printer, as well as VGA port to connect with external screen			
4.	Accessories, spares and consumables			
a)	Complete ECG, NIBP, SpO2, Temperature consumable set for adult and pediatric- 1 set each			
b)	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer.			
5.	Standards and Safety Requirements			
a)	Must submit ISO13485 for Medical Devices			

6. Operating Environment			
a) The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.			
b) Power supply: 220–240V AC, 50Hz fitted with appropriate plug 3 pins.			
7. User Training			
a) Must provide user training (including how to use and maintain the equipment).			
8. Warranty			
a) Comprehensive warranty for at least 1 years after installation			
b) During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.			
9. Installation and Commissioning			
a) Supplier must accomplish proper installation and commissioning of the equipment on site.			
10. Documentation			
a) User (Operating) manual in English			
b) Service (Technical / Maintenance) manual in English			
c) Authorization letter from the manufacturer should be provided.			
d) Bidder must fill technical compliance sheet completely. Page no. of all parameters must be written clearly and highlighted. Failure in doing so may lead to rejection of bid from technical committee.			


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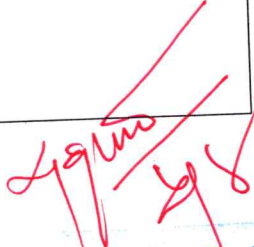
S.N.	Purchaser's Specifications	Bidder's Offer
	Hospital Bed	
	Manufacturer	
	Brand	
	Type/Model	
	Country of Origin	
1	Description of Function	
1.1	A hospital bed is a bed specially designed for hospitalized patients in need of patient care. These beds have special features both for the comfort and well-being of the patient and for the convenience of hospital staff.	
2	Operational Requirements	
2.1	The patient bed shall be made of solid steel construction with anti-corrosive and antirust treated baked hard epoxy powder coating	
3	System Configuration	
3.1	Hospital Bed epoxy powder coated	
4	Technical Specifications	
4.1	Bed base shall be anti-corrosive and antirust treated epoxy powder coated welded steel bar or epoxy powder coated 18G perforated sheet top to improve ventilation.	
4.2	The patient bed shall be fixed height with 2 sections where the backrest section could be elevated by mechanical hand crank located at the foot-end of the bed.	
4.3	Shall have 4 IV rod receptacles at the 4 corners	
4.4	It shall come with one dual hook anti-corrosive and antirust treated epoxy powder coated or 304 grade stainless steel IV rod.	

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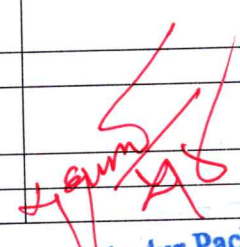


4.5	Shall have provisions to fix urinary bag on both sides.	
4.6	All 4 legs of the hospital bed shall be capped with heavy duty rubber footings.	
4.7	Bedhead and foot-end panel (head and foot bows) shall be made of either between 4-6 anti-corrosive and antirust treated epoxy powder coated vertical tubular tube of not less than 30mm in diameter.	
4.8	Both bedhead and foot-end panel shall be detachable.	
4.9	The height of the bedhead panel: not less than 1060mm from floor.	
4.1	The height of the foot-end panel: not less than 820mm from floor.	
4.11	Overall approximate dimension: not less than 1980mm length, 910mm width, 600mm height	
4.12	The color of the paint or coating shall be white.	
5	System Configuration Accessories, spares and consumables	
5.1	All standard accessories/consumables/parts required for the proper operation of the above item shall be included in the offer. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Form.	
6	Operating Environment	
6.1	The system offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.	


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Technical Specifications of Thermo coagulator

	Equipment Name: Mobile Thermo Coagulator	Bidder's offer
	Manufacturer:	
	Brand:	
	Type/Model:	
	Country Of Origin:	
1	Description of Function	
1.1	Mobile device used for thermal ablation of cervical lesions.	
2	Operational Requirements	
2.1	It shall operate directly by electrical power supply or rechargeable lithium-ion battery for treatment of precancerous cervical lesions.	
3	System Configuration	
3.1	Mobile thermocoagulator with all standard accessories.	
4	Technical Specifications	
4.1	It shall be stand-alone unit consist of battery back-up with removable thermos probes.	
4.2	It shall be a fully mobile system with interchangeable probes designed for the use of ablative procedures.	
4.3	The unit shall be light weight and easy to carry.	
4.4	Unit shall support different diameter probe consisting one small probe- (1 flat) and three big probes- (2 nipple and 1 flat).	
4.5	Probe heating time should not be more than 10 seconds.	
4.6	Therapy probe must be made of durable robust material that can be both sterilized and autoclavable and constructed with anti-sticks surface and be biocompatible.	
4.7	Treatment time should be between 20-60 sec.	
4.8	Light source should be LED.	
4.9	Treatment temperature range must be 100°C	
4.10	Visual and Audible cues to ensure working temperature reached	
4.11	Bidder shall indicate the details of probes to be supplied	
4.12	System should be supplied with transport case for easy transportation.	
5	Accessories, spares and consumables	
5.1	2 nipple probes (big) and 2 flat probes (big & small).	
5.2	Two removable lithium-ion battery pack	
5.3	Instruction for use	
5.4	Charging base with AC adapter	
5.5	Hard Shell carrying case	
6	Operating Environment and Power Supply	
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser country.	
7	Standards and Safety Requirements	
7.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 for medical devices AND	
7.2	CE (European) and US FDA Approved	
8	Training (User / Maintenance)	
8.1	Must provide user training (including how to use and maintain the equipment).	
9	Warranty	
9.1	Comprehensive warranty for 1 year after acceptance.	
10	Maintenance Service During Warranty Period	
10.1	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.	
11	Installation and Commissioning	
11.1	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel	
12	Documentation	
12.1	User (Operating) manual in English.	


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12.2	Service (Technical/ Maintenance) manual in English	
12.3	List of important spare parts and accessories with their part number and costing	
12.4	Certification of calibration and inspection from factory.	

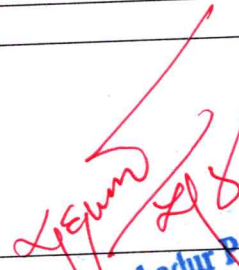


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S.N.	Item	Description
	LED Minor Surgical Light (Perilight)	Bidder's offer
	Manufacturer:	
	Brand:	
	Type/Model:	
	Country Of Origin:	
1	Description of Function	
1.1	LED type, adjustable illumination, flexible positioning, suitable for minor surgical/examination procedures, complete with necessary accessories.	

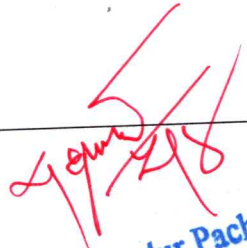
S.N.	Item	Description
	Delivery Bed	Bidder's offer
	Manufacturer:	
	Brand:	
	Type/Model:	
	Country Of Origin:	
1	Description of Function	
1.1	Gynecological/obstetric type, strong and stable construction, adjustable backrest and leg/knee support, removable SS basin, mattress and necessary accessories.	

S.N.	Item	Description
	Crash Cart Trolley	Bidder's offer
	Manufacturer:	
	Brand:	
	Type/Model:	
	Country Of Origin:	
1	Description of Function	
1.1	Emergency crash cart type, strong construction, multiple drawers, central locking system, castor wheels with brakes, IV pole, oxygen cylinder holder, CPR board and necessary accessories.	


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S.N.	Item	Description
	Suction Machine	Bidder's offer
	Manufacturer:	
	Brand:	
	Type/Model:	
	Country Of Origin:	
1	Description of Function	
1.1	Electric suction machine, suitable for medical/clinical use, adjustable vacuum, vacuum gauge, collection bottle with safety overflow protection, suction tubing and necessary accessories.	


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Section VI. General Conditions of Contract

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical Specification	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. Patent Right	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. Performance Security	4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified in the SCC. 4.2 Failure of the successful Supplier to comply with the requirement of Sub-clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations. 4.3 The Performance Security shall be forfeited for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month. 4.5 The performance security shall be released within 30 days of completion of warranty period and upon submission of claim by the Supplier.
5. Inspection and	5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification

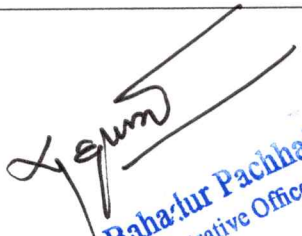


Tests	and the quality of performance after the supply and delivery of good to the Purchaser's premises 5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.
6. Packing	6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract. 6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. 6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
7. Delivery of Goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
8. Insurance	8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
9. Warranty	9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract. 9.2 Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier. 9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 9.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
10. Payment	10.1 Payment shall be made in the Nepalese currency as specified in the SCC 10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

12. Change Order	12.1 Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. 14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA). 14.3 Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English.
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	17.1 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 and delivered against receipt through courier; 17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations. 20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract 20.3 The Purchaser 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.
21. Blacklisting Supplier	21.1 Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office (PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier: a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b. if the supplier fails to sign an agreement pursuant to ITB Clause 24, c. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his

	obligations under the contract or the completed work is not of the specified quality as per the contract, d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO and credit information bureau of Nepal.
22. Social Security Fund	22.1 The Supplier shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws. 22.2 The Supplier shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual. 23.3 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.


Rudra Bahadur Pachhai
 Chief Administrative Officer

Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: Dhurkot Rural Municipality
GCC 4.1	The Currency of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be 5%. [insert amount including an additional amount based on ITB 25.1 and ITB 26.1 if the Employer has increased the Performance Security amount]
GCC 9.1	The warranty period shall be 1 year
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: 1. The payment shall be made: (a) through accounts division/unit of the Purchaser after acceptance of goods.
GCC 10	2. Payments shall be made in Nepalese Rupees in the following manner: Sample provisions: On Delivery and acceptance: One Hundred (100) percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s TDS shall be deducted as per the prevailing rules and regulations.
GCC 17.1	For <u>notices</u>, the Purchaser's address shall be: [Name and Address of the Purchaser: Dhurkot rural municipality Telephone number: 9857067917 Facsimile number: e-mail Address: dhurkotmun.gov.np
GCC 19.1	The Supplier shall supply at least 1 copy manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *name and address of the Contractor*

Subject: *Notification of Award*

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

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

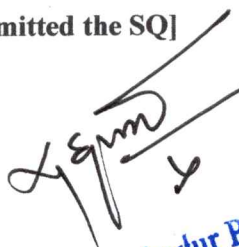
The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

CC:

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


Rudra Bahadur Pachhai
Chief Administrative Officer

2. Contract Agreement

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

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Form of Agreement
 - b. The Purchaser's Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Quotation Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

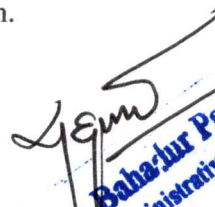
On behalf of the Supplier

Name:

Designation:

Sign:

Seal:


Rudra Bahadur Pachhai
Chief Administrative Officer



3. Performance Security

Date :

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

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

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

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

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

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

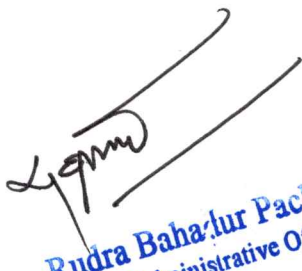
Name: **[insert complete name of person signing the Security]**

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

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

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

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


Rudra Bahadur Pachhai
Chief Administrative Officer



4. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

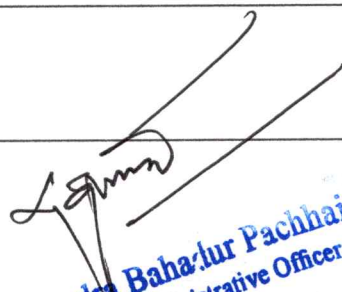
Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]


Rudra Bahadur Pachhai
Chief Administrative Officer