Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

# STANDARD BIDDING DOCUMENT (SBD)

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)**

## Procurement of Goods
## Sealed Quotation

[For Procurement of Goods up to NPR. 2.00 Million and for Medicinal Goods, Health related equipment and drugs up to NRs.5.00 Million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office (PPMO)
Kathmandu

(August, 2026)

Amar Raj Sejuwal
Chief Administrative Officer

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Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

Amar Raj Sejuwal
Chief Administrative Officer

# Introduction and Instructions

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

## Introduction

1. This Standard Bidding Documents has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the procurement of Goods (value upto NRs.2 million/ for Health equipment, medicinal goods and drugs up to NRs.5 Million through Sealed Quotation.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is 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.

Amar Raj Sejuwal
Chief Administrative Officer

# BIDDING DOCUMENT

For

THE PROCUREMENT OF

***Aadharbhut tatha Aakasmik Swasthya SewaKo Lagi Surgical Samagri Kharid***

Sealed Quotation (SQ)

***Jhimruk Rural Municipality,***
***Office of the Rural Municipal Executive,***
***Bhyagute, Pyuthan,***
***Lumbini Province, Nepal***

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

Amar Raj Sejuwal
Chief Administrative Officer

Issued on: 2083/06/06
Issued to: All Eligible Bidders/SQ
Invitation for Quotations No.: RM/SQ/GOODS/01/2083/84
SQ No.:1

# Section I. Invitation for Sealed Quotation

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

Name of the Office: ***Jhimruk Rural Municipality***
Address of the Office: ***Bhyagute, Pyuthan, Lumbini Province, Nepal.***
Invitation for Sealed Quotation for the procurement of ***Aadharbhut tatha Aakasmik Swasthya SewaKo Lagi Surgical Samagri Kharid.***
Sealed Quotation No: ***RM/SQ/GOODS/01/2083/84***

Date of first Publication: ***2083/06/06***

1. The ***Jhimruk Rural Municipality*** invites sealed quotations from registered Suppliers for the supply, delivery and installation of ***Aadharbhut tatha Aakasmik Swasthya SewaKo Lagi Surgical Samagri Kharid.***
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of ***Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumnini Province, Nepal, mailing address: jhimrukmun@gmail.com,*** or may visit office website https://jhimrukmun.gov.np/.
3. A complete set of Bidding Documents may be purchased from the office ***[Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumbini Province, Nepal*** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs. 1000.00 till ***2083/06/13, 12:00*** during office hours.
4. Sealed bids must be submitted to the office ***Jhimruk Rural Municipality, Office of the Rural Municipal Executive, Bhyagute, Pyuthan, Lumbini Province, Nepal*** by hand before ***12:00 hr.*** on ***2083/06/13*** 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 ***2083/06/13, 13:00 hr*** at the office of Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumbini Province, Nepal. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of ***17,000.00,*** which shall be valid for 30 days beyond the validity period of the bid (i.e***75 days)***. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account Information to deposit the bid security and cost of bidding document in bank and submit the receipt of the deposited amount of cash along with the Sealed Quotation.

| Account Name | Bank name | Account number |
|---|---|---|
| JHIMRUK GA.PA GA-1.1 ANTARIK RAJASWA KHATA | Citizens Bank International Ltd., JHIMRUK | 0750100000001202 |
| JHIMRUK GA.PA GA-3.1 ISTHANIYA TAHA DHARAUTI KHATA | Citizens Bank International Ltd., JHIMRUK | 0750100000136201 |

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.

Amar Raj Sejuwal
Chief Administrative Officer

# 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.*

Amar Raj Sejuwal
Chief Administrative Officer

# Section II. Instructions to Bidder

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| 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.<br>a) Firm/Company Registration Certificate<br>b) VAT and PAN Registration Certificates<br>c) Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the Fiscal Year as ***specified in BDS***<br>d) Business registration certificate/licence (if required)<br>e) Power of Attorney to sign the Sealed Quotation<br>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<br>g) Other Documents as needed as specified in BDS<br><br>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:<br>1. Section I: Invitation for Sealed Quotation (SQ)<br>2. Section II: Instructions to Bidders |

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| | 3. Section III: Bid Data Sheet<br>4. Section IV Quotation Forms and Price Schedule<br>5. Section V: Schedule of Requirements<br>6. Section VI: General Conditions of Contract (GCC)<br>7. Section VII: Special Conditions of Contract<br>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:<br>a. Quotation Form and Price Schedules<br>b. Bid Security<br>c. Schedule of Requirements<br>d. Eligibility Information as per BDS 2.1<br>e. Power of Attorney of Bid Signatory and<br>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 |
| **10. Quotation Prices** | 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees for all items of the goods to be supplied under the contract.<br>10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.<br>10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account. |
| **11. Quotation Validity** | 11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.<br>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.<br>The sealed quotation valid for a shorter period shall be rejected by the |

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| | 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.<br><br>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:<br>(a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;<br>(b) a cash deposit voucher in the Purchaser's Account as specified in **the BDS**<br>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.<br>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.<br>12.4 The Bid security shall be forfeited if:<br>(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.<br>(b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;<br>(c) a Bidder involves in fraud and corruption pursuant to clause ITB 26;<br>(d) the successful Bidder fails to:<br>(i) furnish a performance security in accordance with clause ITB 25;<br>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or<br>(iii) accept the correction of arithmetical errors pursuant to clause ITB 19.1<br>(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification<br><br>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. |

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| **13. Format and Signing of Quotations** | 13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person. |
| **14. Sealing and Marking of Quotations** | 14.1 Bidders may submit their bids by manually or by electronically, when so **specified in the BDS**. Procedures for submission, sealing and marking are as follows:<br><br>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.<br><br>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS |
| **15. Deadline for Submission of Quotations** | 15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS. |
| **16. Late Quotation** | 16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request. |
| **17. Modification And Withdrawal** | 17.1 Sealed Quotations once submitted shall not be withdrawn or modified. |
| **18. Bid Opening** | 18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS<br><br>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<br><br>(a) meets the eligibility criteria defined in Clause 2;<br><br>(b) has been properly signed by the authorized person; |

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| | (c) is accompanied by the required securities; and<br>(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:<br>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;<br>(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<br>(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.<br>(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.<br>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.<br>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.<br>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. |

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| | 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.<br>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.<br>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 |

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| | 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.<br>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. |
| **27. Conduct of Bidders** | 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.<br>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:<br>a) give or propose improper inducement directly or indirectly,<br>b) distortion or misrepresentation of facts<br>c) engaging or being involved in corrupt or fraudulent practice<br>d) Interference in participation of other prospective bidders.<br>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,<br>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.<br>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:<br>a) if it is proved that the bidder committed acts pursuant to the Sub-Clause ITB 27.2,<br>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, |

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| | c) If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.<br><br>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,<br><br>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser,<br><br>(f) a Bidder requests for withdrawal or modification of its quotation:<br>(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;<br>(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.<br>(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.<br><br>(h) a Bidder changes the prices or substance of the sealed quotation while providing information pursuant to ITB 21.2.<br>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 ***District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office***, Such notice shall also be posted in its website and PPMO's website.<br><br>a. Name of the procurement,<br>b. IFB number,<br>c. date and name of newspaper published the IFB notice,<br>d. Name of the successful Bidder, and the contract price.<br><br>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** | 30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations |

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| **PPA and PPR** | (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. |

Amar Raj Sejuwal
Chief Administrative Officer

# SECTION - III
## Bid Data Sheet

<table>
<tr><td>ITB 1</td><td>The scope of Supply is:<br><br>The number of the Invitation for Sealed Quotation (SQ) is RM/SQ/GOODS/01/2083/84<br><br>The Purchaser is: Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumbini Province, Nepal<br><br>The name of the Project is: Aadharbhut tatha Aakasmik Swasthya SewaKo Lagi Surgical Samagri Kharid</td></tr>
<tr><td>ITB 2.1</td><td>All Bidders shall submit following documents as pre- requisites for eligibility:<br>1. Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the F/Y 2081/082 or 2082/083<br>2. Business registration certificate/Licence<br>3. [insert addition document if required]</td></tr>
<tr><td>ITB 12.1</td><td>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 17,000.00 which shall be valid for 30 days beyond the validity period of the bid.</td></tr>
<tr><td>ITB 12.2 (b)</td><td>Cash Deposit Account for Bid Security:<br>Bank Name: Citizens Bank International Ltd.<br>Bank Address: JHIMRUK<br>Account holder's Name: JHIMRUK GA.PA GA-3.1 ISTHANIYA TAHA DHARAUTI KHATA<br>Account Number: 0750100000136201</td></tr>
<tr><td>ITB 14.1</td><td>Bidders shall have the option of submitting their bids option (Hardcopy) by hand<br>The required forms and documents shall be part of technical bids.<br>
<table>
<tr><th>No.</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr>
<tr><td>1</td><td>Letter of Quotation</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>2</td><td>Quotation Security/Bank Guarantee</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>3</td><td>Company registration</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>4</td><td>Business Registration Certificate (Renew/ Valid DDA Certificate)</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>5</td><td>VAT registration</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>6</td><td>Tax clearances certificate or evidence of tax return submission for the F/Y 2081/082 or 2082/083</td><td>Mandatory</td><td>PDF</td></tr>
<tr><td>7</td><td>Power of Attorney of Bid signatory</td><td>Mandatory</td><td>PDF</td></tr>
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| | | | |
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| 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 | Additional documents specified in Bidding Document (any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO) | If applicable | PDF |

*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.*

i. 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.

ii. 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.

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

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

The e-submitted Quotations must be readable through PDF reader.

The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.

When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract."

| | |
|---|---|
| ITB 15 | **The deadline for Sealed Quotation submission is :**<br>Date: ***2083/06/13***<br>Time : ***12:00***<br>Address: ***Jhimruk Rural Municipality, office of the Rural Municipality Executive Bhyagute, Pyuthan, Lumbini Province Nepal*** |
| ITB 18 | **The Sealed Quotation opening shall take place at :**<br>Date: ***2083/06/13***<br>Time : ***13:00***<br>Address: ***Jhimruk Rural Municipality, office of the Rural Municipality Executive*** |

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

| | |
|---|---|
| | ***Bhyagute, Pyuthan, Lumbini Province Nepal*** |

Amar Raj Sejuwal
Chief Administrative Officer

Office of the Rural Municipal Executive, Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumbini Province, Nepal

# 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]*

Amar Raj Sejuwal
Chief Administrative Officer

Duly authorized to sign SQ for and on behalf of ____________________

## 2. Bidder's Information Form

Office of the Rural Municipal Executive
Jhimruk Rural Municipality
Bhyagute, Pyuthan
Lumbini Province, Nepal

*[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:<br>Name:<br>Address:<br>Telephone/Fax numbers:<br>Email Address: | |
| 7 | Bidder's Telephone/Fax numbers: | |
| 8 | Bidder's Email Address: | |
| | **Attached are copies of the following original documents.**<br>❑ 1. Firm Registration Certificate<br>❑ 2. Authorization to represent the firm | |

Amar Raj Sejuwal
Chief Administrative Officer

## 3. Price Schedule for Goods

Jhimruk Rural Municipality
Office of the Rural Municipal Executive

Amar Raj Sejuwal
Chief Administrative Officer

ame of Bidder ____________________ Contract Identification Number ___________

| Item | Description | Unite | Quantity | Unit Price EXW (in NRs) | | Total Price (in NRs) (cols. 4*5) |
|---|---|---|---|---|---|---|
| | | | | In Figure | In Words | |
| 1 | 2 | 3 | 4 | 5 | | 4*5 = 6 |
| 1 | Roll Absorbent Cotton400gm | Roll | 50.00 | | | |
| 2 | Roll Adhesive Tape10cm*5 meter | Roll | 100.00 | | | |
| 3 | Bandage Than 18*90cm than | Than | 150.00 | | | |
| 4 | Chlorine powder200gram/shachet | Pkt | 100.00 | | | |
| 5 | Piece Disposable syringe 3ml | Pcs | 800.00 | | | |
| 6 | Piece Disposable syringe 5ml | Pcs | 800.00 | | | |
| 7 | Piece Disposable syringe 10ml | Pcs | 150.00 | | | |
| 8 | Gauge 18*90cm than | Than | 150.00 | | | |

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

| | | | | | | |
|---|---|---|---|---|---|---|
| 9 | Piece IV Cannula 20 gaz | Pcs | 200.00 | | | |
| 10 | Piece IV Cannula 22 gaz | Pcs | 300.00 | | | |
| 11 | Piece IV Set Normal Size | Pcs | 300.00 | | | |
| 12 | Bottle Phenol 400ml | Bottls | 50.00 | | | |
| 13 | Bottle Rectified Spirit 400ml | Bottls | 50.00 | | | |
| 14 | Packet Silk Thread silk 2.0 no | Pkt | 80.00 | | | |
| 15 | Surgical Blade 11no,100piece/packet | Pcs | 5.00 | | | |
| 16 | Surgical Gloves 6.5 no.1 pear | Pcs | 500.00 | | | |
| 17 | Surgical Gloves 7 no, 1 pear | Pcs | 500.00 | | | |
| 18 | Examination Gloves small 100 piece/pkt | Pcs | 100.00 | | | |
| 19 | Examination Gloves medium 100 piece/pkt | Pcs | 100.00 | | | |

Amar Raj Sejuwal
Chief Administrative Officer

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | Suture Needle 1*6/packet no 9 | Pcs | 100.00 | | | |
| 21 | Suture Needle 1*6/packet no 12 | Pcs | 100.00 | | | |
| 22 | Suture Needle 1*6/packet no 15 | Pcs | 100.00 | | | |
| 23 | Piece Cord clamp single use | Pcs | 300.00 | | | |
| 24 | Utility Gloves 6.5.1 pear | Pear | 100.00 | | | |
| 25 | Utility Gloves 7, 1 pear | Pear | 100.00 | | | |
| 26 | Piece Autoclave Drum Good Quality, steelness steel, Size 11*9, Piece | Pcs | 6.00 | | | |
| 27 | Piece Proline Good Quality, Packet, Size 2-0 | Pcs | 20.00 | | | |
| 28 | Adult Ambubag set silicon made, autoclaveable, Pressure Release valve, Oxygen Tube, Reservior Bag, Face mask 1600ml | Set | 5.00 | | | |

Amar Raj Sejuwal
Chief Administrative Officer

| | | | | | | |
|---|---|---|---|---|---|---|
| 29 | Nyano Jhola Set- ( 2 piece topi,2 piece pete bhoto,2 piece daura,1 piece ryaper for babay and 1 piece gaun for mother and falatin cloth quality is 120 GSM 100% cotton compulsory, babay bhoto- length 11 inch, chest 20 inch mother goun - length 51 inch,motaai 42 inch, tira 16 inch baahula length 17 inch) | set | **300.00** | | | |
| | | | | | **Total** | |
| | | | | | **VAT** | |
| | | | | | **Grand Total** | |

ote: 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]**

ame ____________________

the capacity of ____________________

gned ____________________

uly authorized to sign the Sealed Quotation for and on behalf of ____________________

ate: ____________________

Amar Raj Sejuwal
Chief Administrative Officer

Office of the Rural Municipal Executive, Bhyagute, Pyuthan, Nepal

## 4. Bid Security

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

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

Beneficiary: ............................ name and address of Employer…………………………………
Date:………………...
Bid Security No.: .......................................................................

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

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

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

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

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

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

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

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

**Note:**

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

Amar Raj Sejuwal

# 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.[1]

| Item | Description | Unite | Quantity | 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] |
|---|---|---|---|---|---|
| 1 | Roll Absorbent Cotton400gm | Roll | 50.00 | within 30 days After contract agreement. | |
| 2 | Roll Adhesive Tape10cm*5 meter | Roll | 100.00 | within 30 days After contract agreement | |
| 3 | Bandage Than 18*90cm than | Than | 150.00 | within 30 days After contract agreement | |
| 4 | Chlorine powder200gram/shachet | Pkt | 100.00 | within 30 days After contract agreement | |
| 5 | Piece Disposable syringe 3ml | Pcs | 800.00 | within 30 days After contract agreement | |
| 6 | Piece Disposable syringe 5ml | Pcs | 800.00 | within 30 days After contract agreement | |
| 7 | Piece Disposable syringe 10ml | Pcs | 150.00 | within 30 days After contract agreement | |
| 8 | Gauge 18*90cm than | Than | 150.00 | within 30 days After contract agreement | |
| 9 | Piece IV Cannula 20 gaz | Pcs | 200.00 | within 30 days After contract agreement | |
| 10 | Piece IV Cannula 22 gaz | Pcs | 300.00 | within 30 days After contract agreement | |
| 11 | Piece IV Set Normal Size | Pcs | 300.00 | within 30 days After contract agreement | |
| 12 | Bottle Phenol 400ml | Bottls | 50.00 | within 30 days After contract agreement | |

[1] *The delivery may be specified for a single delivery , or for several partial deliveries, for a specific date, or range of acceptable delivery periods.*

| | | | | | |
|---|---|---|---|---|---|
| 13 | Bottle Rectified Spirit 400ml | Bottls | 50.00 | within 30 days After contract agreement | |
| 14 | Packet Silk Thread silk 2.0 no | Pkt | 80.00 | within 30 days After contract agreement | |
| 15 | Surgical Blade 11no,100piece/packet | Pcs | 5.00 | within 30 days After contract agreement | |
| 16 | Surgical Gloves 6.5 no.1 pear | Pcs | 500.00 | within 30 days After contract agreement | |
| 17 | Surgical Gloves 7 no, 1 pear | Pcs | 500.00 | within 30 days After contract agreement | |
| 18 | Examination Gloves small 100 piece/pkt | Pcs | 100.00 | within 30 days After contract agreement | |
| 19 | Examination Gloves medium 100 piece/pkt | Pcs | 100.00 | within 30 days After contract agreement | |
| 20 | Suture Needle 1*6/packet no 9 | Pcs | 100.00 | within 30 days After contract agreement | |
| 21 | Suture Needle 1*6/packet no 12 | Pcs | 100.00 | within 30 days After contract agreement | |
| 22 | Suture Needle 1*6/packet no 15 | Pcs | 100.00 | within 30 days After contract agreement | |
| 23 | Piece Cord clamp single use | Pcs | 300.00 | within 30 days After contract agreement | |
| 24 | Utility Gloves 6.5.1 pear | Pear | 100.00 | within 30 days After contract agreement | |
| 25 | Utility Gloves 7, 1 pear | Pear | 100.00 | within 30 days After contract agreement | |
| 26 | Piece Autoclave Drum Good Quality, steelness steel, Size 11*9, Piece | Pcs | 6.00 | within 30 days After contract agreement | |
| 27 | Piece Proline Good Quality, Packet, Size 2-0 | Pcs | 20.00 | within 30 days After contract agreement | |
| 28 | Adult Ambubag set silicon made,autoclaveable,Pressure Release valve,Oxygen Tube,Reservior Bag,Face mask 1600ml | Set | 5.00 | within 30 days After contract agreement | |

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Lumbini Province, Nepal

| | | | | | |
|---|---|---|---|---|---|
| 29 | Nyano Jhola Set- ( 2 piece topi,2 piece pete bhoto,2 piece daura,1 piece ryaper for babay and 1 piece gaun for mother and falatin cloth quality is 120 GSM 100% cotton compalsary, babay bhoto- length 11 inch, chest 20 inch mother goun - length 51 inch,motaai 42 inch,tira 16 inch baahula length 17 inch) | set | 300.00 | within 30 days After contract agreement | |

Amar Raj Sejuwal
Chief Administrative Officer

## 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 | | |
|---|---|---|---|---|
| | | **Forms** | **Strength** | **Requirements** |
| 1 | Absorbent Cotton | 400gm | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 2 | Adhesive Tape | 10cm*5meter | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 3 | Bandage Than | 18m*90cm | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 4 | Chlorine powder | 200g/shachet | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 5 | Disposable syringe | 3ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 6 | Disposable syringe | 5ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 7 | Disposable syringe | 10ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |

| | | | | |
|---|---|---|---|---|
| 8 | Gauge | 18m*90cm | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 9 | IV Cannula | 20 gaz | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 10 | IV Cannula | 22 gaz | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 11 | IV Set | Normal Size | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 12 | Phenol | 400ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 13 | Rectified Spirit | 400ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 14 | Silk Thread | Silk 2.0 no | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 15 | Surgical Blade | 11 no,100 piece/packet | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 16 | Surgical Gloves | 6.5, 1 pear | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |

| | | | | |
|---|---|---|---|---|
| 17 | Surgical Gloves | 7, 1 pear | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 18 | Examination Gloves | Small 100 piece/pkt | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 19 | Examination Gloves | Medium1 00 piece/pkt | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 20 | Suture Needle | 1*6/packe t no 9 | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 21 | Suture Needle | 1*6/Packe t no 12 | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 22 | Suture Needle | 1*6/Packe t n0 15 | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 23 | Cord clamp | Single Use | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 24 | Utility Gloves | 6.5, 1pear | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 25 | Utility Gloves | 7,1pear | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |

| | | | | |
|---|---|---|---|---|
| 26 | Autoclave Drum | Good Quality, steeliness steel, Size 11*9, Piece | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 27 | Proline | Good Quality, Packet, Size 2-0 | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 28 | Adult Ambubag | silicon made,auto claveable, Pressure Release valve,Oxy gen Tube,Rese rvior Bag, Face mask 1600ml | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |
| 29 | Nyano Jhola Set- ( 2 piece topi,2 piece pete bhoto,2 piece daura,1 piece ryaper for babay and 1 piece gaun for mother and falatin cloth quality is 120 GSM 100% cotton compalsary, babay bhoto- length 11 inch, chest 20 inch mother goun - length 51 inch,motaai 42 inch,tira 16 inch baahula length 17 inch) | | Surgical | 1. ISO Certified company.<br>2. Instruments and items should have minimum 18 Months of expiry date from the date of purchase.<br>3. Batch number of same Items should be same. |

**[Provide information on Column 1 to Column 4]**
Bidders shall mention each and every proposed technical details as specified in the technical details.

Amar Raj Sejuwal
Chief Administrative Officer

# Section VI. General Conditions of Contract

| | |
|---|---|
| **1. Definitions** | 1.1 In this contract, the following terms shall be interpreted as indicated:<br>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;<br>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;<br>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;<br>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.<br>e. "The Purchaser" means the procuring entity purchasing the goods;<br>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 Documentsfor the due performance of the Contract in the amounts specified in the SCC.<br>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.<br>4.3 The Performance Security shall be forfeited for any loss resulting from the Supplier's failure to complete its obligations under the Contract.<br>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.<br>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 |

| | |
|---|---|
| **Tests** | test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises<br>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.<br>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.<br>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.<br>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.<br>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.<br>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<br>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.<br>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.<br>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 delivary of the Goods under the Contract.<br>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).<br>14.3 Notwithstanding any reference to arbitration herein,<br>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and<br>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. |

Amar Raj Sejuwal
[Chief Admin]istrative Officer

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| **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 e-GP system or e-mail or fax or courier;<br>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.<br>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:<br>a. give or propose improper inducement directly or indirectly,<br>b. distortion or misrepresentation of facts<br>c. engaging or being involved in corrupt or fraudulent practice<br>d. interference in participation of other prospective bidders.<br>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,<br>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.<br>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<br>20.3 The Purchaser shall be prosecuted for offenses under prevailing criminal laws, if the supplier:<br>(i) Misuses the Advance Payment or payments received from the Purchaser;<br>(ii) Receives payment by submitting false information or documents;<br>(iii) Abandons the contract before completion;<br>(iv) Commits a serious violation of the contract; or<br>(v) Causes loss or damage to the Purchaser. |
| **21. Blacklisting** | 21.1 Without prejudice to any right of the Purchaser under this Contract, the |

| | |
|---|---|
| **Supplier** | 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:<br>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,<br>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,<br>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,<br>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.<br>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.<br>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.<br>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. |

Amar Raj Sejuwal
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: ***Jhimruk Rural Municipality*** |
| **GCC 4.1** | The Currency of of the performance Security shall be in Nepalese Rupees.<br>The amount of the performance security shall be 5% of Bid Price (without VAT and contingencies but including PS). |
| **GCC 9.1** | The warranty period shall be ***18*** months |
| **GCC 10** | The terms of payment to be made to the Supplier under the contract shall be as follows:<br>**1. The payment shall be made:**<br>**(a) through accounts division/unit of the Purchaser** |
| **GCC 10** | **2. Payments shall be made in Nepalese Rupees in the following manner:**<br>**Sample provisions:**<br>**Advance Payment: 0 percent**<br>**On Delivery and acceptance: [Hundred (100) percent. of the Contract Price of the Goods and related services** (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser **delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment.** |
| **GCC 17.1** | For **notices**, the Purchaser's address shall be:<br>Name and Address of the Purchaser: ***Jhimruk Rural Municipality, Bhyagute, Pyuthan, Lumbini Province, Nepal.***<br>Telephone number: ***9857836005, 9849612948***<br>e-mail Address: ***jhimrukmun@gmail.com*** |
| | For **notices**, the Suppliers's address shall be: ***[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]***<br>Name and Address of the Supplier:<br>Telephone number:<br>Facsimile number:<br>e-mail Address: |
| GCC 19.1 | The Supplier shall supply 1 copy/ies 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]***

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

*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]**

Amar Raj Sejuwal
Chief Administrative Officer

# 2. Contract Agreement

Jhimruk Rural Municipality
Office of the Rural Municipal Executive
Bhyagute, Pyuthan
Lumbini Province, Nepal

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 | On behalf of the Supplier |
|---|---|
| Name: | Name: |
| Designation: | Designation: |
| Sign: | Sign: |
| Seal: | Seal: |

Amar Raj Sejuwal
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**]

Amar Raj Sejuwal
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]

Amar Raj Sejuwal
Chief Administrative Officer