



शुद्धोधन गाउँपालिका

मोतिपुर प्राथमिक स्वास्थ्य केन्द्र

शुद्धोधन-४, रुपन्देही

औषधी तथा औषधीजन्य सामान खरिद सम्बन्धी शिलबन्दी दरभाउपत्र आव्हानको सूचना

प्रथम पटक प्रकाशित मिति: २०८३/०६/२०

स गाउँपालिकाबाट आ.व. २०८३/८४ को स्वीकृत कार्यक्रम अन्तर्गत तपशिल बमोजिमका औषधी तथा औषधीजन्य सामान खरिद गर्नुपर्ने भएकोले प्रचलित कानून बमोजिम इजाजत प्राप्त ब्यावसायीहरूबाट निम्न शर्तहरूको अधिनमा रही रितपूर्वकको दरभाउपत्र आव्हान गरिएको छ।

शर्तहरू :-

- तपसिलमा उल्लेखित दस्तुर (फिर्ता नहुने) नगदै बुझाई नगदी रसीद साथ नविकरण भएको इजाजत पत्र, मुल्य अभिवृद्धि कर दर्ता प्रमाण पत्र, अघिल्लो आ. व. ०८२/०८३ को कर चुक्ता प्रमाण पत्र र औषधी ब्यवसायी प्रमाण पत्रको प्रमाणित प्रतिलिपी संलग्न गरी लिखित निवेदन दिई यो सूचना पत्रिकामा प्रथम पटक प्रकाशित भएको मितिले ७ औं दिन कार्यालय समयसम्म दरभाउपत्र खरिद गर्दा लाग्ने राजश्व यसै कार्यालयको कृषि विकास बैंक फर्साटिकर शाखाको खाता नं. ०४२४५०११९३११९०१७ मा जम्मा गरेको सक्कलै रसिद देखाई यस मोतिपुर प्राथमिक स्वास्थ्य केन्द्रको प्रशासन शाखाबाट दरभाउपत्र फाराम खरिद गर्न सकिनेछ।
- यस कार्यालयबाट खरिद गरेको दरभाउपत्र फाराम नियम अनुसार भरी शिलबन्दी गरी खामको बाहिर कामको विवरण, ठे.नं., दरभाउपत्र दाताको नाम र ठेगाना समेत खोली कार्यालयलाई सम्बोधन गरी ८ औं दिन दिनको १२:०० बजेसम्म यस कार्यालयमा दर्ता गरी सक्नु पर्नेछ। दर्ता भएका दरभाउपत्र सोही दिनको २:०० बजे दरभाउपत्र दाता स्वयं वा निजको प्रतिनिधी र कार्यालय प्रतिनिधीहरूको रोहवरमा खोलिनेछ। दरभाउपत्र दाता वा निजको प्रतिनिधी उपस्थित नभएता पनि दरभाउपत्र खोल्ने कार्य गर्न बाधा पर्ने छैन।
- दरभाउपत्र साथ हुन आउने तपसिलमा उल्लेखित जमानत वापतको रकम यस कार्यालयको नाममा रहेको कृषि विकास बैंक फर्साटिकर शाखाको खाता नं. ०४२४५०११९३११९०१७ मा नगद जम्मा गरेको सक्कलै बैंक भौचर वा यस कार्यालयको नाममा ने.रा. बैंकबाट मान्यता प्राप्त वाणिज्य बैंकले जारी गरेको कुल ७५ दिन म्याद भएको (कार्यको विवरण र ठेक्का नम्बर समेत उल्लेख भएको) बिडबण्ड संलग्न हुनु पर्नेछ। साथै दरभाउपत्र खरिद गरे वापतको हुन आउने रकम को सक्कलै रसिद दरभाउपत्र साथ पेश गर्नुपर्ने छ।
- शिलबन्दी दरभाउपत्र शर्त रहित, दररेट सच्याउनुपर्ने भएमा सच्याईएको ठाउँमा दस्तखत भएको हुनुपर्ने छ। समयभित्र प्राप्त नभएको, रित नपुगेको, सूचनाका शर्त विपरित भएको शिलबन्दी दरभाउपत्र माथि कुनै कारवाही हुने छैन।
- नेपाल सरकारलाई तिर्ने बुझाउनु पर्ने सबै प्रकारका करहरू र स्थानीयस्तरमा तिर्नु पर्ने सबै प्रकारका करहरू दररेटमा समावेश भएको मानिने छ।
- दरभाउपत्र खरिद गर्ने र दर्ता गर्ने अन्तिम दिन सार्वजनिक बिदा परेमा लगत्तै कार्यालय खुलेको दिन खरिद र सोको भोलिपल्ट दर्ता गर्न सकिने छ।
- दरभाउपत्रको डकुमेन्ट, स्पेसीफिकेशन, परिमाण सूचना आदिमा (भाषागत समेत) त्रुटी भएमा वा विषय प्रशङ्कले अर्को अर्थ लागेमा कार्यालयले कुनै पनि बेला सच्याउन बाधा पर्ने छैन।
- प्राप्त शिलबन्दी दरभाउपत्र स्वीकृत गर्ने वा नगर्ने वा आंशिक रूपमा मात्र स्वीकृत गर्ने सम्पूर्ण अधिकार यस कार्यालयमा निहित रहने छ।
- यसमा उल्लेख नभएको ब्यहोराको हकमा सार्वजनिक खरीद ऐन २०६३ तथा प्रचलित ऐन नियमानुसार हुनेछ।

तपसिल

Contract No.	Brief Description of Works	Estimated Cost (Without VAT and Cont)	Bid Security	Cost of Bid Document(Rs)
MHPC/SQ /01/083-84	Procurement of <i>Health Insurance Medicine and Related Items</i>	Rs. 44,93,699.00	Rs.125,000.00	Rs. 1000

कार्यालय प्रमुख



शुद्धोधन गाउँपालिका
मोतिपुर प्राथमिक स्वास्थ्य केन्द्र



प.सं. ०८३/८४

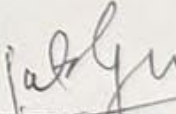
च.नं. : ३६

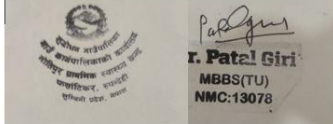
मिति:- २०८३/०६/२३

श्री प्रमुख प्रशासकीय अधिकृतज्यू,
गाउँपालिका कार्यपालिकाको कार्यालय,
मानपकडी, रुपन्देही

विषय: औषधि खरिदसम्बन्धी BOQ गाउँपालिकाको वेबसाइटमा प्रकाशन गरिदिने सम्बन्धमा ।

उपर्युक्त सम्बन्धमा यस मोतीपुर प्राथमिक स्वास्थ्य केन्द्रबाट सञ्चालन हुँदै आएको स्वास्थ्य बीमा कार्यक्रम अन्तर्गत सेवाग्राहीहरू लाई नियमित तथा प्रभावकारी स्वास्थ्य सेवा प्रदान गर्न आवश्यक औषधिहरू खरिद गर्नुपर्ने भएकोले सो प्रयोजनका लागि आवश्यक औषधिहरूको विवरण तथा लागत अनुमान सहितको BOQ (Bill of Quantities) तयार गरिएको र उक्त औषधि खरिद प्रक्रियालाई प्रचलित सार्वजनिक खरिदसम्बन्धी कानून तथा नियमावली बमोजिम पारदर्शी, प्रतिस्पर्धात्मक र व्यवस्थित रूपमा अगाडि बढाउन औषधि खरिदसम्बन्धी BOQ को सुचना यस गाउँपालिकाको आधिकारिक वेबसाइटमा प्रकाशन गरिदिनुहुन BOQ, सुचना सहीत विनम्र अनुरोध छ ।


प्राथमिक स्वास्थ्य केन्द्र प्रमुख



BIDDING DOCUMENT

For

THE PROCUREMENT OF

Health Insurance Medicine and Related Items

Sealed Quotation (SQ)

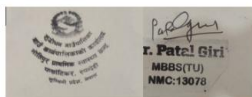
*Motipur Primary Health Centre
Lumbini Province, Nepal*

Issued on: 6th October 2026

Issued to:

Invitation for Quotations No.: MHPC/SQ/01/083-84

SQ No.:01/Goods/ 083-84



Section I. Invitation for Sealed Quotation

Name of the Office: Motipur Primary Health Centre

Address of the Office: Motipur P.H.C ,Farsatikar

Invitation for Sealed Quotation for the procurement of **Health Insurance Medicine and Related Items**
Sealed Quotation No: **MHPC/SQ/01/083-84**

Date of first Publication: **20th Ashoj ,2083 (6th oct. 2026)**

The Motipur Primary Health Centre invites sealed quotations from registered Suppliers for the supply, delivery and installation of **Health Insurance Medicine and Related Items**

1. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of *Motipur Primary Health Centre, Name, location, mailing address, telephone and facsimile numbers and email address of the Purchaser*] or may visit PPMO website www.bolpatra.gov.np.
2. A complete set of Bidding Documents may be purchased from the office *Motipur Primary Health Centre*] and the office *Motipur Primary Health Centre* 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 2083/06/20 during office hours in the following account or Revenue Counter :

Name of the Bank: Agricultural Development Bank Ltd, Pharsatikar Sakha

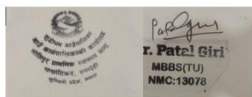
Name of Office: Motipur Primary Health Center

Account no.: **0424501193119017**

3. Sealed bids must be submitted to the office *Motipur Primary Health Centre* by hand or via courier on or before **12.00pm on 2083/06/27** Bids received after this deadline will be rejected.
4. The bids will be opened in the presence of Bidders' representatives who choose to attend at **2.00 pm on 2083/06/27** at the office of *Motipur Primary Health Centre*. 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 **NRS.125,000.00**, 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. **0424501193119017** at **Agricultural Development Bank Ltd., Pharsatikar** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
5. 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.
6. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

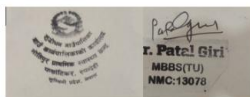
Contract No.	Brief Description of Works	Estimated Cost(Without VAT and Cont)	Bid Security	Cost of Bid Document(Rs)
MHPC/SQ/01/083-84	Procurement of Health Insurance Medicine and Related Items	Rs. 44,93,699.00	Rs.125,000.00	Rs. 1000

Medical Officer

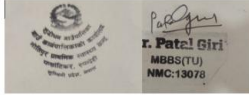


Section II. Instructions to Bidder

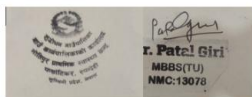
1. Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder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



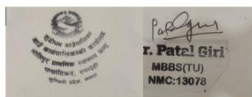
	4. Section IV Quotation Forms and Price Schedule 5. Section V: Schedule of Requirements 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract 8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the 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
10. Quotation Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees for all items of the goods to be supplied under the contract. 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
11. Quotation Validity	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. 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



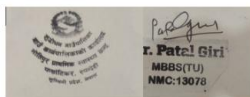
12. Quotation/Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. 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 or by electronically, when so specified in the BDS. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address or submitted electronically no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and

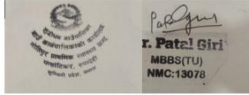


	(d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Quotations	21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a),(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.
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.
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,

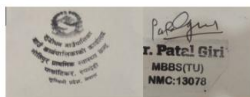


	along with the reasons for such rejection or cancellation, to all bidders participating in the sealed quotation.
	23.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 23.2, the grounds for the rejection of all sealed quotations or the cancellation 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.
27. Conduct of Bidders	27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN’s Procurement Act and Regulations. 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

	a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. 27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
28. Blacklisting Bidder	28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 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



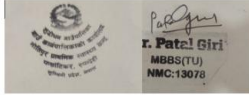
	providing information pursuant to ITB 21.2. 28.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, and/or the DP in case of DP 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.



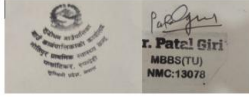
SECTION - III

Bid Data Sheet

ITB 1	The scope of Supply is: Procurement of Health Insurance Medicine and Related Items The number of the Invitation for Sealed Quotation (SQ) is : MHPC/SQ/01/083-84 The Purchaser is: Motipur Primary Health Centre,Farsatikar,Rupandehi The name of the Project is: Procurement of Health Insurance Medicine and Related Items																																												
ITB 2.1	All Bidders shall submit following documents as pre- requisites for eligibility: 1. Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the F/Y 2082/83 2. Up to date Renew of Firm/Company Registration Certificate 3. WHO GMP certified Document of Drug 4. VAT and PAN Registration Certificate.																																												
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 125,000.00 which shall be valid for 30 days beyond the validity period of the bid.																																												
ITB 12.2 (b)	Name of the Bank: Agricultural Development Bank Ltd, Pharsatikar Sakha Name of Office: Motipur Primary Health Center Account no.: 0424501193119017 Bids must be valid for a period of 45 days and 30 days beyond validity Period. (total 75 days)																																												
ITB 14.1	Bidders shall have the option of submitting their bids: "by mail / by hand / by courier". The required forms and documents shall be part of technical bids. <table><tr><td>No.</td><td>Document</td><td>Requirement</td><td>Remarks</td></tr><tr><td>1</td><td>Letter of Quotation</td><td>Mandatory</td><td></td></tr><tr><td>2</td><td>Quotation Security/Bank Guarantee</td><td>Mandatory</td><td></td></tr><tr><td>3</td><td>Company registration</td><td>Mandatory</td><td></td></tr><tr><td>4</td><td>Business registration certificate/Licence (if required)</td><td>Mandatory</td><td></td></tr><tr><td>5</td><td>VAT registration</td><td>Mandatory</td><td></td></tr><tr><td>6</td><td>Tax clearances certificate or evidence of tax return submission for the F/Y 2082/83</td><td>Mandatory</td><td></td></tr><tr><td>7</td><td>Power of Attorney of Bid signatory</td><td>Mandatory</td><td></td></tr><tr><td>8</td><td>Completed Price Schedule</td><td>Mandatory</td><td></td></tr><tr><td>9</td><td>Joint venture agreement/intent of JV</td><td>Mandatory in case of JV Bids Only</td><td></td></tr><tr><td>10</td><td>WHO GMP certified Document of Drug</td><td>If applicable</td><td></td></tr></table>	No.	Document	Requirement	Remarks	1	Letter of Quotation	Mandatory		2	Quotation Security/Bank Guarantee	Mandatory		3	Company registration	Mandatory		4	Business registration certificate/Licence (if required)	Mandatory		5	VAT registration	Mandatory		6	Tax clearances certificate or evidence of tax return submission for the F/Y 2082/83	Mandatory		7	Power of Attorney of Bid signatory	Mandatory		8	Completed Price Schedule	Mandatory		9	Joint venture agreement/intent of JV	Mandatory in case of JV Bids Only		10	WHO GMP certified Document of Drug	If applicable	
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ITB 15	The deadline for Sealed Quotation submission is: Date: 2083/06/27 Time : 12.00 PM Address: Motipur Primary Health Centre,Farsatkar,Rupandehi
ITB 18	The Sealed Quotation opening shall take place at : Date: 2083/06/27 Time : 2.00 PM Address: Motipur Primary Health Centre,Farsatkar,Rupandehi in the presence of Bidders' representatives who choose to attend.



Section IV. Quotation Form and Price Schedule

1. Quotation and Price Schedules

Date:.....

To: Motipur Primary Health Centre, Farsatikar, Rupandehi

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver Procurement of **Health Insurance Medicine and Related Items** in conformity with the said SQ documents for the sum of **44,93,699** 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 areof 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.

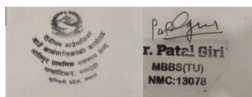
We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

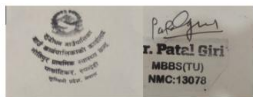
Duly authorized to sign SQ for and on behalf of _____



2. Bidder's Information Form

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

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



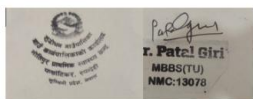
3. Price Schedule for Goods

Name of Bidder Motipur Primary Health Centre, Farsatikar, Rupandehi

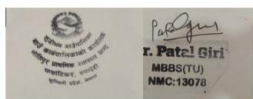
Contract Identification Number **MHPC/SQ/01/083-84**

SN	Name of Drug	Dosage Form	Strength	Required Qty	Per Unit Cost		Total Cost	Mfg Company	Mfg Country
					In letter	In words			
1	Acarbose 25 mg tab	Tab	25 mg	1,000					
2	Acarbose 50 mg	Tab	50 mg	1,000					
3	Amiodarone Hydrochloride 100mg Tab.	Tab	100 mg	500					
4	Amlodipine 10 mg	Tab	10 mg	500					
5	Amlodipine 2.5mg	Tab	2.5mg	4,000					
6	Amlodipine 2.5 mg + Atenelol 25mg	Tab	2.5 mg + 25mg	1,500					

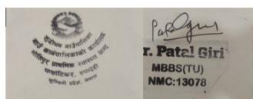
7	Amlodipine 5 mg + Atenolol 50 mg	Tab	5 mg + 50 mg	12,000					
8	Amlodipine besylate 5mg+ Atenolol 25 mg	Tab	5mg+ 25 mg	500					
9	Amlodipine besylate 2.5mg + Losartan potassium 25 mg	Tab	2.5mg + 25 mg	500					
10	Amlodipin 5mg+losartan 50 mg	Tab	5mg+5 0 mg	50,000					
11	Amlodipine besylate 5mg + Losartan potassium 25 mg	Tab	5mg + 25 mg	300					
12	Amlodipine 5mg + Telmisartan 40mg	Tab	5mg + 40mg	5,000					



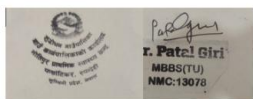
13	Asprine 150 mg	Tab	150 mg	300					
14	Atorvastatin 10 mg	Tab	10 mg	20,000					
15	Atorvastatin 20mg	Tab	20mg	2,000					
16	Bisoprolol 2.5mg	Tab	2.5mg	1,500					
17	Bisoprolol 5mg	Tab	5mg	1,000					
18	Carvedilol 3.125mg	Tab	3.125 mg	4,000					
19	Carvedilol 6.25 mg	Tab	6.25 mg	1,000					
20	Cilinidipine 5 mg	Tab	5 mg	1,000					



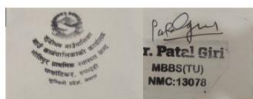
21	Cilnidipine 10 mg	Tab	10 mg	1,000					
22	Citicolin 500 mg	Tab	500 mg	500					
23	Clopidogrel 75 mg	Tab	75 mg	10,000					
24	Colinidine 100 mg tab	Tab	100 mg	1,000					
25	Colinidine 200 mg tab	Tab	200 mg	500					
26	Digoxin 0.25 mg	Tab	0.25 mg	200					
27	Diltazem hydrochloride 90mg	Tab	90mg	300					
28	Empaglifogin 10 mg	Tab	10 mg	4,000					
29	Empaglifogin 25 mg	Tab	25 mg	5,000					



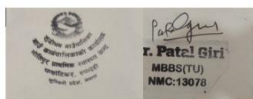
30	Enalapril 2.5mg	Tab	2.5mg	300					
31	Enalapril 5mg	Enal april 5mg	5mg	300					
32	Erythropoietin alfa 6000 iu injection	Inje ctio n	6000 IU	190					
33	Erythropoietin alfa 4000 iu injection	Inje ctio n	4000 IU	80					
34	Fenofibrate 160 mg	Tab	160 mg	700					
35	Frusemide 40mg + Amiloride 5mg	Tab	40mg + 5mg	2,000					
36	Glipizide 5 mg.	Tab	5 mg.	800					



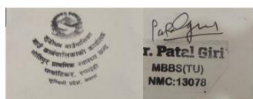
37	Gliclazide 40 mg	Tab	40 mg	1,500					
38	Gliclazide 80 mg	Tab	80 mg	100					
39	Glimpiride 3 mg	Tab	3 mg	500					
40	Glimpiride 4 mg	Tab	4 mg	200					
41	Insulin glargine 100iu/1ml, 3ml 1 cartridge	Cart ridg e	100iu/ 1ml, 3 ml	100					
42	Insulin biphasic isophane inj. I.p 30/70, 1 cartridge	Cart ridg e	Insulin biphas ic isopha ne inj. I.p 30/70, 1 c	400					



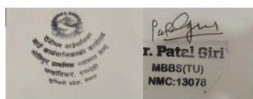
43	Insulin mixed preparation 50/50 injection	Cart ridge	mixed preparation 50/50	50					
44	Linagliptin 2.5 + Metformin Hydrochloride 1 gm	Tab	2.5mg + 1 gm	2,000					
45	Linagliptin 2.5 + Metformin Hydrochloride 850 mg	Tab	2.5 mg+ 850 mg	1,000					
46	Linagliptin 2.5 + Metformin Hydrochloride 500 mg	Tab	2.5 mg + 500 mg	12,000					
47	Linagliptin 5mg	Tab	5 mg	20,000					
48	Losartan potassium 25mg+ hychlorothiazide 12.5mg	Tab	25 mg 12.5mg	300					



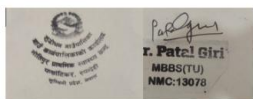
49	Losartan potassium 50mg+ hychlorothiazide 12.5mg	Tab	50mg+ 12.5m g	15,000					
50	Metformin 850 mg SR	Tab	850 mg	5,000					
51	Metformin HCL SR 500mg+Glimpiride 1mg	Tab	500mg +1mg	24,000					
52	Metformin HCL SR 500mg+Glimpiride 2mg	Tab	500mg + 2mg	25,000					
53	Metformine 1000mg + Glimepiride 1mg,	Tab	1000 mg + 1mg,	10,000					
54	Metformine 1000mg + Glimepiride 2mg	Tab	1000 mg + 2 mg	35,000					
55	Metoprolol succinate xl 12.5mg	Tab	12.5m g	3,500					



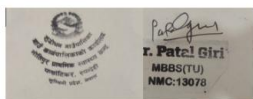
56	Metoprolol succinate xl 25mg	Tab	25mg	8,000					
57	Metoprolol succinate xl 50mg	Tab	50mg	1,500					
58	Nebivolol 2.5 mg	Tab	2.5 mg	500					
59	Nebivolol 5 mg	Tab	5 mg	500					
60	Nitroglycerin 2.6 mg	Tab	2.6 mg	3,000					
61	Olmesartan 20mg	Tab	20 mg	1,500					
62	Olmesartan 40mg	Tab	40 mg	500					
63	Pioglitazone 30 mg	Tab	30 mg	300					
64	Prazosin XL 2.5mg	Tab	2.5 mg	2,000					
65	Prazosin XL 5mg	Tab	5 mg	3,000					



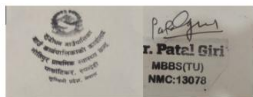
66	Propanolol hydrochloride 10mg	Tab	10 mg	2,000					
67	Propanolol hydrochloride 20mg	Tab	20 mg	4,000					
68	Rivaxaban 10 mg	Tab	10 mg	500					
69	Rosuvastatin 5mg	Tab	5 mg	5,000					
70	Rosuvastatin 10mg	Tab	10mg	15,000					
71	Rosuvastatin 20mg	Tab	20 mg	1,000					
72	S (-) Amlodipine 2.5mg	Tab	2.5mg	500					
73	Spiranolactone 25mg	Tab	25mg	700					



74	Spiranolactone 50mg + Amiloride 5 mg	Tab	50mg + 5 mg	1,000					
75	Spiranolactone 50mg + Frusemide 20 mg	Tab	50 mg + 20 mg	10,000					
76	Sitagliptin 100mg	Tab	100 mg	500					
77	Sitagliptin 50mg	Tab	50 mg	7,000					
78	Sitagliptin 50mg+Metformin 500 mg	Tab	50mg+ 500 mg	8,000					
79	Sitagliptin 50mg+Metformin 850 mg	Tab	50mg+ 850 mg	1,000					
80	Sitagliptin 50mg+Metformin 1000 mg	Tab	50mg+ 1000 mg	4,000					
81	Tamsulosin Hydrochloride 400mcg Tab./Cap	Tab. /Cap	400 mcg	15,000					



82	Telmisartan 20 mg	Tab	20 mg	5,000					
83	Telmisartan 40 mg	Tab	40 mg	5,000					
84	Telmisartan 80 mg	Tab	80 mg	3,000					
85	Telmisartan 40 mg +hydrochloride 12.5 mg	Tab	40 mg + 12.5 mg	5,000					
86	Torsemide 10 mg	Tab	10 mg	4,000					
87	Torsemide 20 mg	Tab	20 mg	6,000					
88	Torsemide 40 mg	Tab	40 mg	500					
89	Torsemide 100mg	Tab	100 mg	500					
90	Voglibose 0.2 mg	Tab	0.2 mg	500					
91	Voglibose 0.3 mg .	Tab	0.3 mg .	8,000					



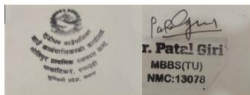
92	Tiotropium 18mcg rotacaps 30 rotacaps	rota caps	18 mcg	30000					
93	Formeterol 6mcg + budesonide 400 mcg rotacaps	rota caps	6 mcg + 400 mcg	50000					
94	Formeterol 6mcg + budesonide 200 mcg rotacaps	rota caps	6 mcg +200 mcg	500					
	Total (B)								
	Vat For Total B items (13%)								
	total B+13% vat								
	Grand Total(A+B)								

Name _____

In the capacity of _____

Signed _____

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



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

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

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

Date:.....

Bid Security No.:

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

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

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

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

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

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

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

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

Note:

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



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

Name of Drug	Dosage Form	Strength	Required Qty	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 as per Sor(BOQ)	All as per Sor	All as per Sor	All as per Sor	WITHIN 3 DAYS OF 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.



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: ***PRODUCT MUST BE WHO GMP certified***



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 Tests	5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises 5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.
6. Packing	6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract. 6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. 6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
7. Delivery of Goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
8. Insurance	8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
9. Warranty	9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.



	9.2 Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier. 9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 9.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
10. Payment	10.1 Payment shall be made in the Nepalese currency as specified in the SCC 10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12. 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 e-GP system or e-mail or fax or 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.



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: <i>Motipur Primary Health Center, Farsatikar, Rupandehi</i>
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be as per Loa
GCC 9.1	The warranty period shall be 13 months.
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 Section
GCC 10	2. Payments shall be made in Nepalese Rupees in the following manner: 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 notices , the Purchaser's address shall be: Attention: <i>Motipur Primary Health Center,</i> Address: <i>Farsatikar, Rupandehi</i> Telephone: : 9802590032/9867182816 Facsimile number: N/A Electronic mail address: <i>motipur.phc149@gmail.com</i>
	For notices , the Suppliers's address shall be: [Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 19.1	The Supplier shall supply 2 copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.