



शुद्धोधन गाउँपालिका

गाउँ कार्यपालिकाको कार्यालय

मानपकडी, रुपन्देही, लुम्बिनी प्रदेश



औषधी तथा औषधीजन्य सामान खरिद सम्बन्धी शिलबन्दी दरभाउपत्र आव्हानको सूचना

प्रथम पटक प्रकाशित मिति: २०८३/०८/१४

यस गाउँपालिकाबाट आ.ब. २०८३/०८/४ को स्वीकृत कार्यक्रम अन्तर्गत तपशिल बमोजीमका औषधी तथा औषधीजन्य सामान खरिद गर्नुपर्ने भएकोले प्रचलित कानून बमोजिम इजाजत प्राप्त व्यावसायीहरूबाट निम्न शर्तहरूको अधिनमा रही रितपुर्वकको दरभाउपत्र आव्हान गरिएको छ ।

शर्तहरू :-

- तपसिलमा उल्लेखित दस्तुर (फिता नहुने) नगदै बुझाई नगदी रसीदसाथ नविकरण भएको इजाजत पत्र, मुल्य अभिवृद्धि कर दर्ता प्रमाणपत्र, अधिल्लो आ.ब. ०८२/०८३ को कर चुक्ता प्रमाणपत्र र औषधी ब्यवसायी प्रमाणपत्रको प्रमाणित प्रतिलिपी संलग्न गरी लिखित निवेदन दिई यो सूचना पत्रिकामा प्रथम पटक प्रकाशित भएको मितिले ७औं दिन कार्यालय समयसम्म दरभाउपत्र खरिद गर्दा लाग्ने राजश्व यसै कार्यालयको कृषि विकास बैंक फर्साटिकर शाखाको आन्तरीक राजश्व खाता नं ०४२४५०११५०२७९०९६ मा जम्मा गरेको सक्कलै रसिद देखाई यस गाउँपालिकाको प्रशासन शाखाबाट दरभाउपत्र फारम खरिद गर्न सकिनेछ ।
- यस कार्यालयबाट खरिद गरेको दरभाउपत्र फारम नियम अनुसार भरी शिलबन्दी गरी खासको बाहिर कामको विवरण, ठे.नं., दरभाउपत्रदाताको नाम र ठेगाना समेत खोली कार्यालयलाई सम्बोधन गरी ८औं दिन दिनको १२:०० बजेसम्म यस कार्यालयमा दर्ता गरी सक्नु पर्नेछ । दर्ता भएका दरभाउपत्र सोही दिनको २:०० बजे दरभाउपत्रदाता स्वयं वा निजको प्रतिनिधी र कार्यालय प्रतिनिधीहरूको रोहवरमा खोल्नेछ । दरभाउपत्रदाता 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 धरौटी खाता ग ३ ल ०४२४५०११५०२७९०८५ मा नगद जम्मा गरेको सक्कलै बैंक भौचर वा यस कार्यालयको नाममा ने.रा. बैंकबाट मान्यता प्राप्त बाणिज्य 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 गर्नु पर्ने छ ।
- शिलबन्दी दरभाउपत्र शर्त रहित, दररेट सच्याउनुपर्ने भएमा सच्याईएको ठाउँमा दस्तखत भएको हुनु पर्ने छ । समयभित्र प्राप्त नभएको, रित नपुगेको, सूचनाका शर्त विपरित भएको शिलबन्दी दरभाउपत्र माथि कुनै कारवाही हुने छैन ।
- नेपाल सरकारलाई तिन बुझाउनुपर्ने सबै प्रकारका करहरू र स्थानीय स्तरमा तिनु पर्ने सबै प्रकारका करहरू दर रेटमा समावेश भएको मानीने 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 प्रशंगले 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)
SQ/SRM/01/Goods/ 083-84	Procurement of Essential Medicine and Related Item	Rs. 26,87,000.000	Rs.75,000.00	Rs. 1000

प्रमुख प्रशासकीय अधिकृत



BIDDING DOCUMENT

For

THE PROCUREMENT OF

Essential Medicine and Related Items

Sealed Quotation (SQ)

***Suddhodhan Rural Municipality, Rupandehi
Lumbini Province, Nepal***

Issued on: 30th September 2026

Issued to:

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

SQ No.:01/Goods/ 083-84



Section I. Invitation for Sealed Quotation

Name of the Office: Suddhodhan Rural Municipality, Rupandehi

Address of the Office: Manpakadi, Rupandehi, Nepal

Invitation for Sealed Quotation for the procurement of **Essential Medicine and Related Item**

Sealed Quotation No: **SQ/SRM/01/Goods/ 083-84**

Date of first Publication: **14th Ashoj ,2083 (30th September 2026)**

The Suddhodhan Rural Municipality, Rupandehi invites sealed quotations from registered Suppliers for the supply, delivery and installation of **Essential Medicine and Related Items**

1. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Suddhodhan Rural Municipality, Manpakadi, Rupandehi, info@shuddhodhanmunrupandehi.gov.np 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 Suddhodhan Rural Municipality, Manpakadi, Rupandehi] and the office Suddhodhan Rural Municipality, Manpakadi, Rupandehi 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, Pharsatkar Sakha
Name of Office: Shuddhodhan Rural Municipality Office, Rupandehi
Account no.: **0424501150279096**
3. Sealed bids must be submitted to the office Suddhodhan Rural Municipality, Manpakadi, Rupandehi by hand or via courier on or before **12.00pm on 2083/06/21** 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 2083/06/21** at the office of Suddhodhan Rural Municipality, Manpakadi, Rupandehi. 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.75,000.00**, 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. **0424501150279045** at **Agricultural Development Bank Ltd., Pharsatkar** 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)
SQ/SRM/01/Goods/ 083-84	Procurement of Essential Medicine and Related Item	Rs. 26,87,000.000	Rs.75,000.00	Rs. 1000

Chief ADMINISTRATIVE Officer



Section II. Instructions to Bidder

1. Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified in BDS. a) Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate 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.



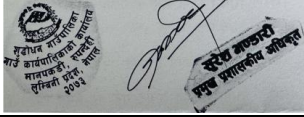
SECTION - III

Bid Data Sheet

ITB 1	The scope of Supply is: Procurement of Essential Medicine and Related Item The number of the Invitation for Sealed Quotation (SQ) is : SQ/SRM/01/Goods/083-84 The Purchaser is: Shuddodan Rural Municipality,Manpakadi ,Rupandehi The name of the Project is: Procurement of Essential Medicine and Related Item																																								
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 75,000.00 which shall be valid for 30 days beyond the validity period of the bid.																																								
ITB 12.2 (b)	<i>Name Of Bank:</i> Agricultural Development Bank Ltd., Pharsatikar <i>Name Of Office:</i> Shuddhodhan Rural Municipality Office,Rupandehi <i>Account No.:</i> 0424501150279045 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: Option 3: "by mail / by hand / by courier"]. The required forms and documents shall be part of technical bids. <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></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></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	
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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		
ITB 15	The deadline for Sealed Quotation submission is: Date: 2083/06/21 Time : 12.00 PM Address: Shuddhodhan Rural Municipality Office, Manpakadi, Rupandehi					
ITB 18	The Sealed Quotation opening shall take place at : Date: 2083/06/21 Time : 2.00 PM Address: Shuddhodhan Rural Municipality Office, Manpakadi, 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: Office of Shuddhodhan Rural Municipality, Manpakadi, Rupandehi

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver Procurement of **Essential Medicine and Related Item** in conformity with the said SQ documents for the sum of **26,87,000.00** 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.

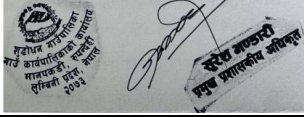
We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.

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 Shuddhodhan Rural Municipality Office, Manpakadi

Contract Identification Number SQ/SRM/01/Goods/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	Lignocaine	Injection 30 ML	1% with Adrenaline	20					
2	paracetamol	Tab	500 MG	70000					
3	paracetamol	Suspension 60 ML	125mg/5ML	600					
4	Ibuprofen	Tab	400 Mg	7000					



5	Diclofenac	Tablet	50 Mg	10000					
6	Diclofenac	injection	75 mg/ml	20					
7	Pheniramine	injection	22.75mg/ML	20					
8	Cetirizine HCL	Tablet	10 mg	25000					
9	Chloropheniramine	tablet	4mg	60000					
10	Levocetirizine	syrup 30 ml	2.5 mg/ml	1000					
11	Metronidazole	Tablet	400 mg	7000					



12	Metronidazole	Tablet	200mg	2000					
13	Metronidazole	Syrup 60 ml	200mg/5 ML	100					
14	Tinidazole	Tablet	500mg	4000					
15	Amoxycillin	Tablet	125 mg DT	2000					
16	Amoxycillin	Tablet	250 mg DT	10000					
17	Amoxycillin	Capsule	500 Mg	25000					
18	Amoxycillin	Dry Syrup	125mg/5ML	700					



19	Gentamycin	injection	40mg/ML	14					
20	Ciprofloxacin	Eye/Ear drop 5ML	0.3% w/v	2000					
21	Ciprofloxacin	Tablet	500 Mg	6000					
22	Ciprofloxacin	Tablet	250 Mg	4000					
23	Sulfamrthaxazole + Trimethoprim	Tablet	480Mg	3000					
24	Sulfamrthaxazole + Trimethoprim	Tablet	960Mg	2000					
25	Doxycycline	Tablet	100Mg	3000					



26	Azithromycin	Tablet	250Mg	8000					
27	Azithromycin	Tablet	500Mg	7000					
28	Cloxacillin	Capsule	250 Mg	3000					
29	Cloxacillin	Capsule	500Mg	7000					
30	Fulconazole	Capsule	150 Mg	4000					
31	Ferrus Sulphate	Tablet	60 Mg elemental Iron	70000					
32	Compound Solution of Sodium Lactate	Infusion,500 ML	Ringer's Lactate	50					



33	Sodium Chloride	Infusion,500 ML	Normal Saline	40					
34	Albendazole	Tablet	400 Mg	2000					
35	Calamine Lotion	Lotion, 30ML	15%w/v	700					
36	Povidine iodine	Liquid, 500 ML	5%w/v	35					
37	Aluminium Hydroxide and Magnesium trisilicate	Tablet	250Mg+250 Mg	2000					
38	Ranitidine	Tablet	150Mg	30000					
39	Hyoscine Butyl bromide	Tablet	10 Mg	7000					



40	Oral Rehydration Solution/Ltr	Powder	WHO-Formula/sachets	7000					
41	Clove oil	Liquid	5Ml	99					
42	Metoclopramide	Tablet	10 Mg	700					
43	Promethazine Hydrochloride	Tablet	25 Mg	700					
44	Benzoic Acid+ Salicylic acid	Ointment tube, 30 gram	6%+3%w/v	800					
45	Frusemide	Tablet	40mg	200					
46	Frusemide	Injection 2ml	10mg/ml	10					



47	Amlodipine (For PHC)	Tablet	5mg	40000					
48	Dexamethasone	Injection 2 Ml	4mg/ml	7					
49	Salbutamol	Tablet	4mg	7000					
50	Amitriptyline	Tablet	10Mg	600					
51	Amitriptyline	Tablet	25mg	600					
52	Metformin (For PHC)	Tablet	500mg	39999					
53	Silver sulfadiazine	Cream 25 gram	1% w/v	500					



54	Clotrimazole	Cream skin cream 15 gram	1% w/v	700					
55	Gention Violet	1% aqueous solution	10ml	50					
56	Absorbent Cotton	Roll	400 gram	40					
57	Adhesive tape	Roll	width 10 cm Length 5 Mtr	24					
58	Zink Sulphate	Tablet	20 mg	3500					
59	Cefixime	Tablet	200mg	5000					
60	Rectified Spirit	Liquid 90%w/v	400ML	30					



61	Calcium Tablet	Tablet	Elemental Calcium 1000mg, Vitamine D3250 IU	65000					
62	Salbutamol Sulphate Rotacap	packet(30 Cap/pkt)	200mcg	20					
63	Salbutamol Respirator Solution	2Ml		200					
64	Pantaprazole	tablet	40 mg	30000					
65	Omeoprazole	Capsule	20 mg	3500					
66	Neomycin, polymyxin B Sulphate Cream	Tube	10 gram	1400					
67	Gamma Benzene Hexa Chloride	bottle	100ml/bottle	700					



74	Bandage	Than	Deluxe	50					
75	Gauze	Than	Deluxe	50					
76	Surgical gloves	Pair	Small, Medium, large	3000					
77	Syring	Peace	5 ml	1002					
78	Syring	Peace	3 Ml	700					
79	Normal Loose Gloves	Pair	Small, Medium, large	3000					
	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]
Lignocaine	Injection 30 Ml	1% with Adrenaline	20	WITHIN 3 DAYS OF AGREEMENT	
paracetamol	Tab	500 MG	70000	WITHIN 3 DAYS OF AGREEMENT	
paracetamol	Suspension 60 ML	125mg/5ML	600	WITHIN 3 DAYS OF AGREEMENT	
Ibuprofen	Tab	400 Mg	7000	WITHIN 3 DAYS OF AGREEMENT	
Diclofenac	Tablet	50 Mg	10000	WITHIN 3 DAYS OF AGREEMENT	
Diclofenac	injection	75 mg/ml	20	WITHIN 3 DAYS OF AGREEMENT	
Pheniramine	injection	22.75mg/ML	20	WITHIN 3 DAYS OF AGREEMENT	
Cetirizine HCL	Tablet	10 mg	25000	WITHIN 3 DAYS OF AGREEMENT	
Chloropheniramine	tablet	4mg	60000	WITHIN 3 DAYS OF AGREEMENT	
Levocetirizine	syrup 30 ml	2.5 mg/ml	1000	WITHIN 3 DAYS OF AGREEMENT	
Metronidazole	Tablet	400 mg	7000	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.



Metronidazole	Tablet	200mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Metronidazole	Syrup 60 ml	200mg/5 ML	100	WITHIN 3 DAYS OF AGREEMENT	
Tinidazole	Tablet	500mg	4000	WITHIN 3 DAYS OF AGREEMENT	
Amoxycillin	Tablet	125 mg DT	2000	WITHIN 3 DAYS OF AGREEMENT	
Amoxycillin	Tablet	250 mg DT	10000	WITHIN 3 DAYS OF AGREEMENT	
Amoxycillin	Capsule	500 Mg	25000	WITHIN 3 DAYS OF AGREEMENT	
Amoxycillin	Dry Syrup	125mg/5ML	700	WITHIN 3 DAYS OF AGREEMENT	
Gentamycin	injection	40mg/ML	14	WITHIN 3 DAYS OF AGREEMENT	
Ciprofloxacin	Eye/Ear drop 5ML	0.3% w/v	2000	WITHIN 3 DAYS OF AGREEMENT	
Ciprofloxacin	Tablet	500 Mg	6000	WITHIN 3 DAYS OF AGREEMENT	
Ciprofloxacin	Tablet	250 Mg	4000	WITHIN 3 DAYS OF AGREEMENT	
Sulfamrthaxazole + Trimethoprim	Tablet	480Mg	3000	WITHIN 3 DAYS OF AGREEMENT	
Sulfamrthaxazole + Trimethoprim	Tablet	960Mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Doxycycline	Tablet	100Mg	3000	WITHIN 3 DAYS OF AGREEMENT	
Azithromycin	Tablet	250Mg	8000	WITHIN 3 DAYS OF AGREEMENT	
Azithromycin	Tablet	500Mg	7000	WITHIN 3 DAYS OF AGREEMENT	
Cloxacillin	Capsule	250 Mg	3000	WITHIN 3 DAYS OF AGREEMENT	



Cloxacillin	Capsule	500Mg	7000	WITHIN 3 DAYS OF AGREEMENT	
Fulconazole	Capsule	150 Mg	4000	WITHIN 3 DAYS OF AGREEMENT	
Ferrus Sulphate	Tablet	60 Mg elemental Iron	70000	WITHIN 3 DAYS OF AGREEMENT	
Compound Solution of Sodium Lactate	Infusion,500 Ml	Ringer's Lactate	50	WITHIN 3 DAYS OF AGREEMENT	
Sodium Chloride	Infusion,500 Ml	Normal Saline	40	WITHIN 3 DAYS OF AGREEMENT	
Albendazole	Tablet	400 Mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Calamine Lotion	Lotion, 30Ml	15%w/v	700	WITHIN 3 DAYS OF AGREEMENT	
Povidine iodine	Liquid, 500 ML	5%w/v	35	WITHIN 3 DAYS OF AGREEMENT	
Aluminium Hydroxide and Magnesium trisilicate	Tablet	250Mg+250 Mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Ranitidine	Tablet	150Mg	30000	WITHIN 3 DAYS OF AGREEMENT	
Hyoscine Butyl bromide	Tablet	10 Mg	7000	WITHIN 3 DAYS OF AGREEMENT	
Oral Rehydration Solution/Ltr	Powder	WHO-Formula/sachets	7000	WITHIN 3 DAYS OF AGREEMENT	
Clove oil	Liquid	5Ml	99	WITHIN 3 DAYS OF AGREEMENT	
Metoclopramide	Tablet	10 Mg	700	WITHIN 3 DAYS OF AGREEMENT	
Promethazine Hydrochloride	Tablet	25 Mg	700	WITHIN 3 DAYS OF AGREEMENT	
Benzoic Acid+ Salicylic acid	Ointment tube, 30 gram	6%+3%w/v	800	WITHIN 3 DAYS OF AGREEMENT	
Frusemide	Tablet	40mg	200	WITHIN 3 DAYS OF AGREEMENT	



Frusemide	Injection 2ml	10mg/ml	10	WITHIN 3 DAYS OF AGREEMENT	
Amlodipine (For PHC)	Tablet	5mg	40000	WITHIN 3 DAYS OF AGREEMENT	
Dexamethasone	Injection 2 Ml	4mg/ml	7	WITHIN 3 DAYS OF AGREEMENT	
Salbutamol	Tablet	4mg	7000	WITHIN 3 DAYS OF AGREEMENT	
Amitryptiline	Tablet	10Mg	600	WITHIN 3 DAYS OF AGREEMENT	
Amitryptiline	Tablet	25mg	600	WITHIN 3 DAYS OF AGREEMENT	
Metformin (For PHC)	Tablet	500mg	39999	WITHIN 3 DAYS OF AGREEMENT	
Silver sulfadiazine	Cream 25 gram	1% w/v	500	WITHIN 3 DAYS OF AGREEMENT	
Clotrimazole	Cream skin cream 15 gram	1% w/v	700	WITHIN 3 DAYS OF AGREEMENT	
Gention Violet	1% aqueous solution	10ml	50	WITHIN 3 DAYS OF AGREEMENT	
Absorbent Cotton	Roll	400 gram	40	WITHIN 3 DAYS OF AGREEMENT	
Adhesive tape	Roll	width 10 cm Length 5 Mtr	24	WITHIN 3 DAYS OF AGREEMENT	
Zink Sulphate	Tablet	2o mg	3500	WITHIN 3 DAYS OF AGREEMENT	
Cefixime	Tablet	200mg	5000	WITHIN 3 DAYS OF AGREEMENT	
Rectified Spirit	Liquid 90%w/v	400ML	30	WITHIN 3 DAYS OF AGREEMENT	
Calcium Tablet	Tablet	Elemental Calcium 1000mg, Vitamine D3250 IU	65000	WITHIN 3 DAYS OF AGREEMENT	
Salbutamol Sulphate Rotacap	packet(30 Cap/pkt)	200mcg	20	WITHIN 3 DAYS OF AGREEMENT	



Salbutamol Respirator Solution	2Ml		200	WITHIN 3 DAYS OF AGREEMENT	
Pantaprazole	tablet	40 mg	30000	WITHIN 3 DAYS OF AGREEMENT	
Omeoprazole	Capsule	20 mg	3500	WITHIN 3 DAYS OF AGREEMENT	
Neomycin, polymixin B Sulphate Cream	Tube	10 gram	1400	WITHIN 3 DAYS OF AGREEMENT	
Gamma Benzene Hexa Chloride	bottle	100ml/bottle	700	WITHIN 3 DAYS OF AGREEMENT	
Acetylsalicylic acid (Asprin)	75 mg	Tablet	2000	WITHIN 3 DAYS OF AGREEMENT	
Losartan Potassium	25 mg	Tablet	5000	WITHIN 3 DAYS OF AGREEMENT	
Charcol, activated	powder in sachet	10 gram	7	WITHIN 3 DAYS OF AGREEMENT	
Vitamin B complex tablet	Tablet	Thiamine 10 mg, riboflavin 10 mg, Pyridoxine 3 mg, Cyanocobalamine 15 mcg (therapeutic dose)	20000	WITHIN 3 DAYS OF AGREEMENT	
Reserpine	Tab	2mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Fluoxetine	Tab	10mg	2000	WITHIN 3 DAYS OF AGREEMENT	
Bandage	Than	Deluxe	50	WITHIN 3 DAYS OF AGREEMENT	
Gauze	Than	Deluxe	50	WITHIN 3 DAYS OF AGREEMENT	
Surgical gloves	Pair	Small, Medium, large	3000	WITHIN 3 DAYS OF AGREEMENT	
Syring	Peace	5 ml	1002	WITHIN 3 DAYS OF AGREEMENT	
Syring	Peace	3 Ml	700	WITHIN 3 DAYS OF AGREEMENT	
Normal Loose Gloves	Pair	Small, Medium, large	3000	WITHIN 3 DAYS OF AGREEMENT	



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: Shuddhodhan Rural Municipality Office, Manpakadi, Rupandehi
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: Shuddhodhan Rural Municipality Address: Manpakadi, Rupandehi Telephone: : 071-423041, 9857084578 Facsimile number: N/A Electronic mail address: shuddhodhanrum@gmail.com
	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.