Government of Province
Far-Western Province
Ministry of Social Development

Seti Provincial Hospital
Dhangadhi, Kailali, Nepal

BIDDING DOCUMENT

For

Procurement of Surgical and Kits Items
for PCR Lab and COVID Hospital

Issued on:
Bid Document issued to:
COVID-19 रोगको उपचार रोकथाम तथा नियन्त्रणका लागि आवश्यक पन्न Surgical तथा Kits तत्काल व्यवस्थापन गर्न विशेष परिस्थितिमा आकस्मिक स्पष्ट तुलना खरिद गर्नु परेको हुन लिखित दररोज सहितको प्रस्ताव आहार गरिएको छ। खरिद गर्न सामग्रीको विवरण गुणस्तर तथा स्पष्टीकरण तथा वर्तमान वित्तीय स्थिति । घरी गरिएको वोल्टेज कागजात सुदूरपश्चिम प्रदेश, सामाजिक विकास अन्तर्गतको वेबसाइट http://mosd.p7.gov.np वाट डाउनलोड गर्न या वाट अस्पतालवाट निशुल्क प्राप्त गर्न सकिने छ।

इत्यादि काम गर्नु आपूर्तिकर्ताहरूले यस अस्पतालवाट जारी गरिएको वोल्टेज कागजात स्थिति, छाप सहित मिति २०७७/०३/०८ गते दिनको १२.०० बजे भित्र सेती प्रदेशको अस्पतालमा दर्ता गर्ने हुन भएको छ। जलन अनुमेक्षण छ। प्राप्त हुन आएका प्रस्तावहरू मिति २०७७/०३/०८ दिनको १.०० बजे यस अस्पतालमा कर्त्तिकाली यस अस्पतालमा सम्पर्क गर्न हुन थिएको छ। यस जानकारीको लागि यस अस्पतालमा सम्पर्क गर्न हुन थिएको छ।

प्र.मे.सु.
सेती प्रदेशको अस्पताल
धनगढी, कैलाली
फोन न. ०९१-५२५९११
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Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder : 

Address of the Supplier: 

1. Seti Provincial Hospital, Dhangadhi invites Priced Quotations for the supply and delivery of Surgical and Kits Item for PCR Lab and COVID Hospital as detailed in attached Specifications and the Schedule of Requirements provided herein.

2. The Price Quotation submitted by the Bidder shall comprise the following:
   a. Quotation and Price Schedules
   b. Schedule of Requirements
   c. Technical Specifications

3. The bidder may submit the quote for single or more items as mentioned in price Schedule.

4. Priced Quotations must be submitted to the office of Seti Provincial Hospital, Dhangadhi on or before 12:00 Hour 8 Ashadh 2077.

5. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

6. 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.

7. Submitted Priced Quotations must remain valid for a period of 45 days after the deadline for submission date.

8. The Bidder shall furnish, as part of its bid, documents establishing the Supplier’s/ Bidder’s eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
   a) Up to date Firm/Company Registration Certificate
   b) VAT/ PAN Registration Certificates
   c) Tax Clearance Certificate of FY 2075-76
   d) Power of Attorney
   e) Product Catalogue

9. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification. The price quotation will be opened on 8 Ashadh 2077, 13:00 Hour at Seti Provincial Hospital, Dhangadhi

10. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.

11. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Chief Medical Superintendent
Seti Provincial Hospital, Dhangadhi, Kailali
Telephone: +977 091525911,091525248
Section II. 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. Inspection and Tests
   4.1 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 goods to the Purchaser's premises.

5. Packing
   5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
      5.2 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.
      5.3 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.

6. Delivery of Goods
   6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.

7. Warranty
   7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
   7.2 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.

7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

7.4 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.

8. Payment

8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

8.2 Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser.

9. Prices

9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its price quotation.

10. Insurance

The Purchaser will be responsible for taking out any appropriate insurance coverage.

11. Governing Language

11.1 The Governing Language shall be: Nepali or English.

12. Applicable Law

12.1 The applicable law shall be Laws of Nepal.

13. Notices

13.1 Purchaser's address for notice purposes: Seti Provincial Hospital Dhangadhi, Kailali

Telephone: +977 091525911,

13.2 Supplier's address for notice purposes: ………………

14. Taxes and Duties

14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.

15. Operation, Maintenance and Spare-parts Manuals

15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

16. Conduct of Suppliers

16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN”s Procurement Act and Regulations.

16.2 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

17. Blacklisting Supplier

17.1 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 16.2,
b. 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,
c. if convicted by a court of law in a criminal offence which
disqualifies the supplier from participating in the contract.

17.2 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.

18. Dispute Resolution

18.1 Any dispute arising out of the Contract, which cannot be amicably settled
between the parties, shall be referred to adjudication.
### Section III. Schedule of Requirements

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Quantity</th>
<th>Place of Delivery</th>
<th>Delivery schedule</th>
<th>Bidder’s offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surgical Mask</td>
<td>10,000 Pcs</td>
<td>SPH, Dhangadhi</td>
<td>5 Days for agreement</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Disp. Gloves</td>
<td>30,000 Pcs</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Surgical Gloves</td>
<td>20000 Pair</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Disp. Cap</td>
<td>1000 Pcs</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sanitizer 100ml</td>
<td>500 Bottle</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Sanitizer 500ml</td>
<td>200 Bottle</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PPE Full Set</td>
<td>300 Set</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>KN95 Mask</td>
<td>500 Pcs</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>VTM</td>
<td>1000 Pcs</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>RDT Test Kit (ISO, CF and USFDA Certified)</td>
<td>2000 Pcs</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Nitrile Gloves</td>
<td>2000 Pair</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>SARS-Cov-2 RT PCR Kit (Must be WHO recommended/ISO certified)</td>
<td>100 Test</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>SARS-Cov-2 Viral Nucleic Acid Extraction Kit (Must be WHO recommended/ISO certified)</td>
<td>100 Test</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
</tr>
</tbody>
</table>
Section IV. Technical Specifications

Bidders must enter their offered specifications against each parameter of this Technical Specifications Form (TSF), comment as necessary, and sign and stamp each page.

The right hand blank side must be completed by the bidder with the technical specifications of the offered product with supplementary documents enclosed.
## Technical Specification

3ml VTM/UTM (with 2 swabs) one for each sample

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Purchaser’s Specifications</th>
<th>Bidder’s Compliance Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>3ml VTM (with 2 swabs) one for each sample</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brand</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type/Model</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Country of Origin</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Requirement:</td>
<td></td>
</tr>
</tbody>
</table>

- Suitable prepared sterile media for use in collecting throat and nasal swabs from human patients. Prepared from veal infusion broth and bovine albumin fraction and added with appropriate antibiotics. Packed in a suitable plastic container with screw cap having sticker for labeling. The tube should have been blistered. The item should be CE and ISO approved. VTM should also include Viral Lysis buffer and nucleic acid protection solution. Swab should be made up of nylon and must have break point design.

**Note:** Bidder must completely fill the Technical specification form (TSF). Only Yes/no/all complies should not be written. Page number in catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doing so may lead to rejection of bid from technical committee.
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Purchaser’s Specifications</th>
<th>Quantity</th>
<th>Bidder’s offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PPE Complete Set</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brand</td>
<td></td>
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</tr>
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<td></td>
</tr>
<tr>
<td></td>
<td>Country of Origin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Description :-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PPE Set (personal Protective Equipment):- it includes N95 Particulate Filter Respirator, Impervious Comfort Gown or Reinforced Gown, Boot/ Shoe Cover, Eye Glass, Face Shield/Hair Cover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note: The bidder shall mention clause by clause comment of the required specification. The bidder shall state:-

a. "FULLY COMPLIANT" if the item offered fully meet the quotation requirement.

b. "PARTIALLY COMPLIANT" if the item offered meet the requirement partially. The bidder shall state the reason why the offer is partially compliant. In such cases, the bidder shall clearly mention the extent to which other specifications are offered.

c. "NON COMPLIANT" if the item cannot meet the requirements. The bidder shall also state reasons for it.
Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To: [name and address of the Purchaser]

Gentlemen and/or Ladies:

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

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

We agree to abide by this price Quotation for a Period of 45 days from the last date fixed for submission of the Price Quotation.

Until a formal Contract is prepared and executed, this Price Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Price Quotation you may receive.

Dated this ______________________ day of ________________ 20______.

[signature] [in the capacity of]

Duly authorized to sign Price Quotation for and on behalf of ______________________
## 2. Price Schedule

**Name of Supplier**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit price (Site Delivery)</th>
<th>Total price per item (cols. 4 x 5)</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Surgical Mask</td>
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<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount**

**Add 13% VAT**

**Total including VAT**

Total Price ……………………………………………………………………………………………………… (in words)

**Signature of Bidder**

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
3. Form of Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a. Price Quotation Form and the Price Schedule submitted by the Supplier;
   b. The Schedule of Requirements;
   c. The Technical Specifications;
   d. The Conditions of Contract; and
   e. The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser
Name:
Designation:
Sign:
Seal:

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