



Province Government
Sudurpashchim Province
Ministry Of Social Development
Tikapur Hospital
Tikapur , Kailali

Bidding Document for:
Procurement of Oxygen Filling Booster.

Sealed Quotation
SQ No:- TH/Kailali/SQ/GOODS/17/078/079

Issued by:

Province Government
Sudurpashchim Province
Ministry Of Social Development

Tikapur Hospital

Tikapur, kailali

Issued On: 2079/02/09

Issued To:

NRS: 1000.00/-

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Introduction and Instructions

Introduction

1. This Standard Bidding Documents has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the procurement of Goods (value upto NRs.2.00 million/ for Health equipment and drugs upto NRs.5.00 Million through Sealed Quotation.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is inconsistent with Public Procurement Act (PPA). 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section I. Invitation for Sealed Quotation

Province Government
Sudurpashchim Province
Ministry Of Social Development

Tikapur Hospital

Tikapur , Kailali

Invitation for Sealed Quotation for the procurement of Oxygen Filling Booster.

Date of first Publication:2079/02/09

1. *Tikapur Hospital Tikapur Kailali invites sealed quotations from registered Suppliers for the supply, delivery & installation of Oxygen Filling Booster as below:*

Sealed Quotation No:	Description of procurement	Bid Security Amount (Nrs.)	Source of Fund
TH/Kailali/SQ/GOODS/17/078/079	Procurement of Oxygen Filling Booster	80,000.00	Province Government

2. *Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Tikapur Hospital Kailali , Email: tikapuraspatal@gmail.com, Phone no: 091-560488, 9848443472.*

3. *A complete set of Bidding Documents may be purchased from the office Tikapur Hospital Tikapur Kailali by eligible Bidders on the submission of a written application, along with up to date copy of company/firm registration certificate, Business registration, PAN/VAT registration, Tax clearance of last FY and upon payment of a non-refundable fee of NRs. 1000.00 Voucher deposited in the below description account till 2079/02/23 during office hours.*

Name of the Bank: Rastrriya Banijya Bank

Name of Office: Tikapur Hospital , Tikapur Kailali

Office Code no. : 3500277027

Office Account no.: 1000200010000

Rajaswa (Revenue) Shirshak no. : 14229

4. *Sealed bids must be submitted to the office Tikapur Hospital Tikapur Kailali by hand on or before 12:00PM on 2079/02/24. Bids received after this deadline will be rejected. The bids will be opened in the presence of Bidders' representatives who choose to attend at 2079/02/24, 2:00 PM at the office of Tikapur Hospital Tikapur Kailali. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security mentioned in above table, 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 the Account of Pradesh Lekha Nyantrak Karyalaya Deposit Account No. 4170100202030000 , Office Code no. : 3500277027 at Rastrriya Banijya Bank Dhangadhi 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. *Things remains to specify in this notice will be according to the prevailing law of Nepal, Public Procurement Act 2063 & regulation 2064.*

For more details: Contact no 091-560488 , Mob no: 9848443472

Email at :tikapuraspatal@gmail.com

Section II. Instructions to Bidders:

1.Scope of Works	<p>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.</p>
2. Eligible Bidder	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ol style="list-style-type: none"> a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year 2076/77 d) Business registration certificate 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) Documents as specified in technical specification. <p>2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) 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 and/or the DP.</p>
3. One Quotation per Bidder	<p>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.</p>
4. Cost of Bidding	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.</p>
5. Site Visit	<p>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.</p>
6. Content of Quotation Form	<p>6.1 The Quotation Form comprise the documents listed below:</p> <ol style="list-style-type: none"> 1. Section I: Invitation for Sealed Quotation (SQ) 2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet

	<p>4. Section IV Quotation Forms and Price Schedule</p> <p>5. Section V: Schedule of Requirements</p> <p>6. Section VI: General Conditions of Contract (GCC)</p> <p>7. Section VII: Special Conditions of Contract</p> <p>8. Section VIII: Contract Form</p>
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: <ul style="list-style-type: none"> a. Quotation Form and Price Schedules b. Bid Security c. Schedule of Requirements
10. Quotation Prices	<p>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.</p> <p>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.</p> <p>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.</p>
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.
12. Quotation/Bid Security	<p>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.</p> <p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</p>

	<p>(b) a cash deposit voucher in the Purchaser's Account as specified in the BDS</p> <p>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</p> <p>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.</p> <p>12.4 The Bid security shall be forfeited if:</p> <p>(a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.</p> <p>(b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 26;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with clause 25;</p> <p>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 19.1</p> <p>(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification</p>
<p>13. Format and Signing of Quotations</p>	<p>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.</p>
<p>14. Sealing and Marking of Quotations</p>	<p>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:</p> <p>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.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
<p>15. Deadline for Submission of Quotations</p>	<p>15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.</p>

16. Late Quotation	<p>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.</p>
17. Modification And Withdrawal	<p>17.1 Sealed Quotations once submitted shall not be withdrawn or modified.</p>
18. Bid Opening	<p>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</p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	<p>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.</p>
20. Examination of Quotations	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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

	<p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Award of Contract</p>	<p>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.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Purchaser's Right to Accept or Reject</p>	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
<p>24. Notification of Award and Signing of Agreement</p>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p>

	<p>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 Clause 25 and sign the Agreement.</p> <p>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.</p>
<p>25. Performance Security</p>	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below 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.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<p>26. Corrupt or Fraudulent Practices</p>	<p>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.</p> <p>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder’s bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>27. Conduct of Bidders</p>	<p>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.</p> <p>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 :</p> <p>a) give or propose improper inducement directly or indirectly,</p>

	<p>b) distortion or misrepresentation of facts</p> <p>c) engaging or being involved in corrupt or fraudulent practice</p> <p>d) Interference in participation of other prospective bidders.</p> <p>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,</p> <p>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..</p> <p>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</p>
<p>28. Blacklisting Bidder</p>	<p>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:</p> <p>a) If it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,</p> <p>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 ,</p> <p>c) If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</p> <p>d) If it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information,</p> <p>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.</p> <p>28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
<p>29. Publication of contract award notice</p>	<p>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</p>

	<p>PPMO’s website.</p> <p>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.</p> <p>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.</p>
<p>30. Provision of PPA and PPR</p>	<p>30.1 If any provisions 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.</p>

Section II. Evaluation and Qualification Criteria

Evaluation Criteria

- Evaluation will be done by package basis, and contract will be awarded on the basis of specification, quality and lowest evaluated bidder, by package by package basis. If bidder may have quoted same rate on the package, then least combination will be considered.
- Bid shall be considered non responsive if there is any major deviation in the proposed offer from as specified in the documents.

Qualification Criteria

1. The Bidder shall have a minimum of last 2 years overall experience in the supply of similar type of Goods and related services. *[In case of JV, at least one partner must meet the requirement]*
2. The average annual turnover during the last 3 year years should be 100% of bid Price.

SECTION - III
Bid Data Sheet:

ITB 1	<p>The scope of Supply is: Tikapur Hospital Tikapur Kailali .</p> <p>The number of the Invitation for Sealed Quotation (SQ) is : TK/Kailali/SQ/GOODS/17/078/079</p> <p>The Purchaser is: Tikapur Hospital Tikapur Kailali .</p> <p>The name of the Project is: Procurement Of Oxygen Filling Booster .</p>
ITB 12.1	<p>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 Nrs 80000.00 which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p>Bank Name: <i>Rastriya Banijya Bank</i> . Bank Address: <i>Dhangadhi Kailali</i></p> <p>Account holder's Name: <i>Pradesh Lekha Niyantrak Karyalaya Deposit Account</i></p> <p>Account Number: <i>4170100202030000</i></p>
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents with its Bid: [insert any other documents required, such as</p> <p>(i) Manufacturer's/ Authorization Agent, necessary</p>
ITB 14.1	<p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:</p> <p>Date: on 2079/02/24</p> <p>Time : 12:00PM</p> <p>Address: <i>office of the Tikapur Hospital Tikapur Kailali</i>.</p>
ITB 15.2 (i)	<p>The price quoted shall be :</p> <p>The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of CIP / door delivery Tikapur Hospital destination price in Nepalese Rupees.</p>
ITB 15.3	<p>The prices quoted by the Bidder shall be: Fixed</p> <p>[If prices are to be adjustable, insert: "The formula for adjusting the prices and explanatory details are specified in the SCC Clause 15.2."]</p>
ITB 17.1 (c)	<p>The Bidders shall submit:</p> <ul style="list-style-type: none"> • Copy of Firm Registration Certificate • Copy of Business Registration Certificate • Copy of VAT and PAN Registration Certificate, • Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 077/078 • A written declaration made by the bidder, with a statement that s/he is not ineligible to

	participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense.
ITB 18	The Sealed Quotation opening shall take place at : Address : <i>Tikapur Hospital Tikapur Kailali</i> Date: on 2079/02/24 Time : 2:00PM <i>(If Opening day falls on government holiday then next working day at same time will be considered as opening day).</i>
ITB 19.2	A Manufacturer's/ Authorization letter is compulsory.
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.

Section IV. Quotation Form and Price Schedule

1. Quotation and Price Schedules

Date:

To.....

..... [name and address of the Purchaser]

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver **STI program Medicines** in conformity with the said SQ documents for the sum of] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.

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

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:	
	<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Firm Registration Certificate</p> <p><input type="checkbox"/> 2. Authorization to represent the firm</p>	

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number
TK/Kailali/SQ/GOODS-17/2078-079

S.no.	Description	Unit	Quantity	Unit Price (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5	6	4x5=7
1	Oxygen Filling Booster , 12Nm ³ /150 BAR	Set	1			
Total						

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

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

Name

In the capacity of

Signed

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

Date:

4. Bid Security

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

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

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

Date:.....

Bid Security No.:

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

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

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

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

This guarantee will remain in force up to and including the 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

Sn	Name of Description	Quantity	Unit	Required Delivery Schedule	Bidder's offered Delivery date [to be provided by the bidder]
1	All items mentioned above in Price schedule for goods.	All As per Price schedule for goods	All As per Price schedule for goods	Within 20 days from the day of contract signed as a single delivery At Tikapur Hospital Tikapur Kailali .	

2. Technical Specifications

TECHNICAL SPECIFICATION OF O2 Filling BOOSTER (COMPLETE OXYGEN FILLING SYSTEM)

S.N	Purchaser's Specification O2 Booster	bidder's Compliancesheet			
		Yes	no	Pg.no. in catalog	Remarks
	Manufacture				
	Brand				
	Type/Model				
	Country of Origin				
1	Description of technology.				
1.1	The oxygen booster and filling system are used to fill the produced oxygen from oxygen plant into oxygen cylinder up to 150bar through filling manifolds. The system simultaneously fills the oxygen cylinder and supply to pipeline network.				
1.2	The Oxygen booster and filling system shall be compatible with purchaser's existing oxygen plant.				
2	Technical Specification.				
2.1	The system shall be heavy duty design, low noise and vibration for continuous operation for 24 hours x 7days				
2.2	The system shall be able to fill up to 35 cylinders per day with each cylinder of capacity 47L.				
2.3	The booster shall be Oil-free, air cooled angle or vertical type high-pressure oxygen compressor type with dust proof cover and stainless steel air collar.				
2.4	Filling pressure shall be 150bar.				
2.5	The booster shall stop automatically when the pressure at the cylinders reaches up to 150bar.				
2.6	The booster shall go to stand by mode automatically when inlet pressure of supply oxygen drops below minimum required pressure (3-4bar) and shall continue running when the inlet pressure re-store up to to minimum required Suction pressure (3-4bar).				
2.7	Shall meet following parameter:				
	Pressure stage : 4 stages				
	Suction Pressure: around 3-4bar.				
	Minimum Discharge pressure : around 150bar.				
	Capacity: 12 Nm ³ /hr.				
	Cooled Type: Aircooled.				
3	Control and Monitoring System.				

3.1	The booster shall have the electric control cabinet with intelligent temperature controller with digital display indicator for each stage of the Booster with alarm.				
3.2	The booster shall have pressure meter to indicate pressure at each 4 stage, at exhaust and at oxygen inlet.				
4	Other Accessories.				
4.1	Bidder shall provide the oxygen filling manifold of 5 cylinders with pressure gauge (200 bar range) and safety valve of 180 bar capacity. The ramp shall be wall mounted and installed by the bidder.				
4.2	The bidder shall provide and install all required complete medical oxygen grade fitting and pipes Of high pressure and high quality in order to run the filling system.				
5	Standards and safety requirements.				
5.1	Must submit valid ISO and CE certificate or USFDA certificate.				
6	Operating Environment.				
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include power supply ,Climate , temperature , Humidity etc.				
7	User Training.				
7.1	Must provide user training (including how to operate and safe handling and precaution and troubleshooting ,keep hygiene the equipment) to The technician/ engineer of the hospital.				
8	Warranty.				
8.1	Shall provide comprehensive warranty for 2 year.				
9	Maintenance Service During Warranty Period.				
9.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/break down maintenance whenever required.				
10	Documentation.				
10.1	User (Operating) manual in English.				
10.2	Service(Technical/ Maintenance) Manual in English.				
10.3	List of important spare parts and accessories with their part number and costing.				

Section VI. General Conditions of Contract

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <p>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;</p> <p>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</p> <p>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;</p> <p>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.</p> <p>e. "The Purchaser" means the procuring entity purchasing the goods;</p> <p>f. "The Supplier" means the organization supplying the goods and services under this contract.</p>
2. Technical Specification	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent Right	<p>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.</p>

<p>4. Performance Security</p>	<p>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.</p> <p>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.</p> <p>4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>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.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<p>5. Inspection and Tests</p>	<p>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</p> <p>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.</p>
<p>6. Packing</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>7. Delivery of Goods</p>	<p>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.</p>

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	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
10. Payment	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>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.</p>
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. Changed 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	<p>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.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their</p>

	<p>dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's 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.</p> <p>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.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
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	<p>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 with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
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

	<p>Procurement Act and Regulations.</p> <p>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 :</p> <ol style="list-style-type: none"> 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
<p>21.Blacklisting Supplier</p>	<p>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:</p> <ol style="list-style-type: none"> 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. <p>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.</p>

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: <u>Nepal</u>
GCC 1.1(j)	The Purchaser is: <u>Tikapur, Hospital</u>
GCC 1.1 (p)	The Site is: <u>Tikapur, Hospital</u>
GCC 5.1	The language shall be: <u>Nepali / English</u>
GCC 7.1	<p>For notices, the Purchaser's address shall be: <u>[insert full name and address of Purchaser including telephone number, facsimile number and electronic mail address (if applicable)]</u></p> <p>Name and Address of the Purchaser: Tikapur, Hospital Telephone number: 091-560488 Facsimile number: 9848443472 e-mail Address: tikapurhospital@gmail.com</p>
	<p>For notices, the Suppliers's address shall be:</p> <p>Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:</p>
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA)
GCC 10.1	The Scope of Supply shall be defined in: Hospital Use
GCC 11.1	<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Copy of packing list indentifying the contents of each package; c) Delivery note, railway receipt, or truck receipt; d) Manufacturer's or Supplier's warranty certificate; e) Certificate of origin; and f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>[Note: The above requirements should be reviewed on a case-by-</p>

	case basis, with amendments being made as necessary]
GCC 14.2	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract. or</p> <p>The prices charged for the Goods delivered and Related Services to be performed shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:</p> $\Delta P = P_0 \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$ <p>in which:</p> <p>ΔP = adjustment amount payable to the Supplier. P0 = Contract Price (base price). a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent. b = estimated percentage of labor component in the Contract Price. c = estimated percentage of material component in the Contract Price. L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.</p> <p>The coefficients a, b, and c shall be specified by the Purchaser in the bidding document. The sum of the three coefficients should be one (1) in every application of the formula.</p> <p>The Bidder shall indicate in its Bid, the source of the indices and the base dates for such indices.</p> <p>Base date = thirty (30) days prior to the deadline for submission of the Bids.</p> <p>Date of adjustment =weeks prior to date of shipment (representing the mid-point of the period of manufacture).</p> <p>The above price adjustment formula shall be invoked by either party subject to the following further conditions:</p> <p>a) Price adjustment will be applied only if the resulting increase or decrease is more than ___ percent of the Contract Price. (2 percent would be an acceptable percentage.)</p> <p>b) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Related Services subject to</p>

	<p>adjustment.</p> <p>c) If the currency in which the Contract Price (P0) is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.</p> <p>d) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.]</p> <p>e)[The maximum amount of price adjustment to be made pursuant to this clause shall not generally be more than twenty five (25) percent of the initial contract prices.]</p> <p>[Note: Delete as appropriate.]</p>
GCC 15.1	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p>1. The payment shall be made:</p> <p>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier or</p> <p>(b) through accounts division/unit of the Purchaser or</p> <p>(c) Through the District Treasury Controller Office.</p> <p>[Delete those not appropriate]</p>
GCC 15.1	<p>2. Payments shall be made in Nepalese Rupees in the following manner:</p> <p>On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid till 2079/03/20 of receipt of the Goods and related services and upon submission of a claim supported by the documents specified in GCC 11.1</p>

<p>GCC 17.1</p>	<p>The Supplier shall provide a Performance Security as follows:</p> <ol style="list-style-type: none"> I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: <p style="text-align: center;">Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period .</p> <p>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p>
<p>GCC 17.3</p>	<p>The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p>
<p>GCC 17.4</p>	<p>Discharge of the Performance Security shall take place: <i>[insert (a) in accordance with GCC Sub-Clause 17.4;</i></p>
<p>GCC 22.2</p>	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> a. Contract number : b. Name and address of the Purchaser: c. Country of origin₁ d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content h. [Insert any other additional marking] <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>
<p>GCC 23.1</p>	<p>The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on “All Risks” basis, including War Risks, riots and/or Strikes.</p>

GCC 24.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p><i>[indicate whether the responsibility for transportation shall be in accordance with Incoterms or other trade terms, such as “The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.]</i></p>
GCC 25.2	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p>[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out. For example insert for each test:</p> <p>Goods: _____</p> <p>Type of Test: _____</p> <p>Time or Milestone: _____</p> <p>Place: _____</p> <p>Address: _____</p> <p>Country: _____</p>
GCC 26.1	<p>The applicable rate of liquidated damages shall be: <u>0.05 percent of the Contract Price per day.</u></p>
GCC 26.1	<p>The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i></p> <p>The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.</p>
GCC 27.3	<p>The period of validity of the Warranty shall be: Comprehensive warranty for 2 Year</p>
GCC 27.5	<p>The Supplier shall correct any defects covered by the Warranty within: <u>2 year period</u> of being notified by the Purchaser of the occurrence of such defects</p>

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date

To: *name and address of the Contractor*

Subject: *Notification of Award*

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

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

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

Authorized Signature:

Name and Title of Signatory:

2. Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

3. Performance Security

Date :

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

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

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

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

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

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

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

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

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

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

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