



**Patan Academy of Health Sciences  
Lagankhel, Lalitpur, Nepal**

## **BIDDING DOCUMENT**

**for**

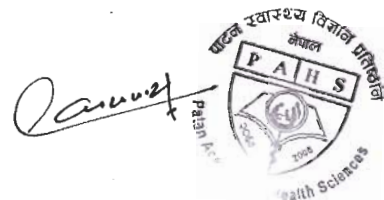
# **Supply Delivery and Installation of Hospital Equipments**

**International Competitive Bidding (ICB)  
IFB No. PAHS/HE/15/2073/074**

**Issued on:**

**Bid Document issued to:**

Financing Agency: Ministry of Health, Government of Nepal



## Important Notice to Bidders

**Bidders are requested to study the tender document carefully; Absence of any of the following document will result in the rejection of Bid.**

a) All the pages of bid document containing General Conditions of Contract, Special Contract, Special Conditions of Contract, Schedule of Requirement and Technical Specification must be signed and stamped with official seal by the bidder (authorized person). **The signature specimen of the authorized person (Power of Attorney) in a separate sheet shall be submitted along with the Bid.**

b) Bid Form duly filled and signed with date by the authorized person and stamped with official seal as per the "**Bid Submission Form**" of section IV: **Bidding Forms** enclosed in the bid document.

c) Bid Security furnished in accordance with clause No.21 of section I and as per Sample Form of section IV: **Bidding Forms** enclosed in the bid document.

d) Price schedule duly signed with date by authorized person and stamped with official seal in accordance with section IV: **Bidding Forms** (appropriate Price Schedule for each Group A, B or C goods and "to be imported" or "already imported" thereof)

e) Authorization letter from the manufacturers (if the bidder is not self-manufacturer) for the offered Equipment as per section IV: **Bidding Forms, "Manufacturer's Authorization"** enclosed in the bid document. If the bidder is self-manufacturer, a letter stating self declaration of manufacturer of the good offered must be enclosed.

f) "Self Declaration of Due Performance, Non-involvement in Bankruptcy and Submission of Manufacturer's Document" as per section IV: **Binding Forms** enclosed in the bid document.

g) Detailed technical description and performance characteristics of all the offered items shall be included along with the bid document.

h) The Technical Specification Form enclosed in the bid document must be filled with the Bidder's Remarks and page no. In order to assist the evaluation process, the bidders shall mention the relevant clause No., Page No., Chapter/Section /Volume of the offered bid document and/or the brochure & catalogue, wherever applicable, for the purpose of verification of their Technical Compliance.

i) The bidder shall submit the quality assurance certificate ISO 9000 series certificates and/or any other verification documents asked in the Technical Specifications relating to the product offered.

j) Audit reports of bidder and manufacturer as mentioned in section III: Qualification Requirements.

k) Supply records and production capacity of the products to verify requirements mentioned in section III: Qualification Requirements.

l) The authentic certificates regarding Bidder's/Manufacturer's experience of offered good as mentioned in the section III: Qualification Requirements.



## Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
DCS.....	Delivery and Completion Schedule
DP .....	Development Partner
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
GoN .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SS .....	Schedule of Supply
TS.....	Technical Specifications
UNCITRAL .....	United Nations Commission on International Trade Law
VAT .....	Value Added Tax



# Table of Contents

## Invitation for Bids

### PART 1 – Bidding Procedures

Section I.	Instructions to Bidders .....	1-1
Section II.	Bid Data Sheet .....	2-1
Section III.	Evaluation and Qualification Criteria .....	3-1
Section IV.	Bidding Forms .....	4-1

### PART 2 – Supply Requirements

Section V.	Schedule of Supply .....	5-1
------------	--------------------------	-----

### PART 3 – Conditions of Contract and Contract Forms

Section VI.	General Conditions of Contract .....	6-1
Section VII.	Special Conditions of Contract .....	7-1
Section VIII.	Contract Forms .....	8-1



Patan Academy of Health Sciences(PAHS)  
Lagankhel, Lalitpur

## Invitation for Bids

IFB No: PAHS/HE/15/2073/074

Supply, Delivery and Related Services of Hospital Equipments

First Date of Publication: April 04, 2017

1. Patan Academy of Health Sciences (PAHS) has requested grant to the Ministry of Health, Government of Nepal towards the cost of procurement of Hospital Equipments. Bidding is open to all eligible and qualified bidders for **supply delivery and Installation of Hospital equipments**.

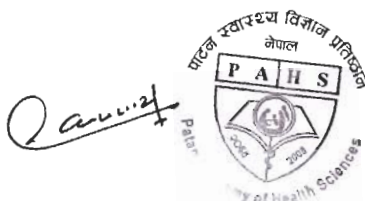
2. A bidder may bid for one or more slices. Bidders bidding for more than one slice will also indicate in their bid form, together with a statement regarding discount/cross discount if any. Bidders shall quote for the complete quantity of quoted slice(s). Evaluation will be conducted for each slice, with the final award being determined based on the combination that is of least cost to the purchaser.

3. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the Public Procurement Act of Nepal and are open to all bidders from Eligible Source Countries as defined in the bidding documents.

4. Interested eligible bidders may obtain further information and inspect the bidding documents from the Office of Registrar, Patan Academy of Health Sciences (PAHS), Lagankhel, Lalitpur on PAHS official working days between **8:00 to 16:00 hours ( Nepal Standard Time)** from **April 04, 2017 to May 17, 2017**, at their own convenience. Documents can also download on the PAHS website ([www.pahs.edu.np](http://www.pahs.edu.np)) for review.

5. Bidding documents may be purchased on or before 12:00 pm, May 18, 2017 on the submission of a written application to the address below and upon the payment of non-refundable fee of **NPR 15,000.00** or equivalent convertible currency. The method of payment will be in the form of cash deposit certificate in **PAHS Account No; 00181040000455 of Laxmi Bank Limited, Lagankhel, Lalitpur Branch**. Foreign Bidders may also pay through a bank draft in favour of the Patan Academy of Health Sciences (PAHS), or may receive the (numbered) Bidding Documents from the PAHS against submission of Cash Payment Voucher at above mentioned bank account for which a signed and stamped document will be issued.

If requested in writing and on payment of an additional non-refundable fee of **NPR 10000.00 or equivalent convertible currency** per set, documents shall be sent through a reliable courier services. The PAHS, however, will not be responsible for any delay or non-delivery of the documents so sent.



6. Sealed Bids must be delivered to the address below on or before **12:00 hours** (Nepal Standard Time) on **May 18, 2017**. Documents after this deadline shall not be accepted.

7. Bids must be valid for 120 days from the date of bid opening must be accompanied by bid security not less than the amount mentioned in the table or the equivalent in a freely convertible currency. The bid security shall be in the name of the bidders and in case of the bid security issued by a foreign bank, the same shall be counter guaranteed by a class 'A' Commercial Bank in Nepal. The Bid Security must be valid for **thirty (30) days** beyond the bid validity period. Bid will be opened in the presence of the bidder's representative, who chose to attend in person, at the address below at **14:00 hours** (Nepal Standard Time) on **May 18, 2017**.

8. If the specified date for submission and opening of the bid falls on a government holiday and PAHS holiday, then the same time of the next working day shall be considered for such events. The bid and validity of the bid security remain unchanged unless amended by another notice.

9. Pre-bid meeting will be arranged at following address on **May 07, 2017 at 11:30 AM**. Interested bidders are requested to attend on the meeting.

10. In the case of discrepancies or error in bid documents, bid notice or any other documents, PAHS reserves the right to amend and correct at any time.

11. PAHS reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.

12. Particulars of the slice and respective bid security required is:

Slice No	Name of Items-Quantity	Required Bid Security in NPR
1	Magnetic Resonance Imaging (MRI) - System - 1Set	4,058,350.00
2	Fluroscopy – 1 Set	1,303,000.00
3	Vedio Endoscope System- 1 Set	744,100.00

13. The address referred to above is

**The Registrar**

**Patan AAcademy of Health Sciences**

**Patan Hospital, Lagankhel, Lalitpur**

**Telephone:+977-1-5545112, Telefax:+977-1-5545114**



## Section I. Instructions to Bidders



# Section I. Instructions to Bidders

## Table of Contents

### A. General 1-10

1. Scope of Bid	1-10
2. Source of Funds .....	1-10
3. Fraud and Corruption.....	1-10
4. Eligible Bidders .....	1-13
5. Eligible Goods and Related Services.....	1-15

### B. Contents of Bidding Document.....1-15

6. Site Visit	
7 Sections of the Bidding Document.....	1-15
8 Clarification of Bidding Document/Pre-Bid Meeting .....	1-16
9 Amendment of Bidding Document.....	1-17

### C. Preparation of Bids.....1-17

10. Cost of Bidding .....	1-17
11. Language of Bid.....	1-17
12. Documents Comprising the Bid .....	1-17
13. Bid Submission Sheet and Price Schedules .....	1-18
14. Alternative Bids .....	1-18
15. Bid Prices and Discounts .....	1-18
16. Currencies of Bid .....	1-21
17. Documents Establishing the Eligibility of the Bidder.....	1-21
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document.....	1-21
19. Documents Establishing the Qualifications of the Bidder .....	1-22
20. Period of Validity of Bids .....	1-23
21. Bid Security.....	1-23
22. Format and Signing of Bid .....	1-25

### D. Submission and Opening of Bids.....1-25

23. Sealing and Marking of Bids.....	1-25
24. Deadline for Submission of Bids .....	1-26
25. Late Bids	1-26
26. Withdrawal and Modification of Bids.....	1-26
27. Bid Opening .....	1-27

### E. Evaluation and Comparison of Bids .....





28. Confidentiality.....	1-28
29. Clarification of Bids.....	1-29
30. Deviations, Reservations, and Omissions.....	1-29
31. Determination of Responsiveness.....	1-29
32. Nonmaterial Nonconformi-ties.....	1-30
33. Correction of Arithmetical Errors.....	1-30
34. Conversion to Single Currency.....	1-31
35. Margin of Preference.....	1-31
36. Evaluation of Bids.....	1-31
37. Comparison of Bids.....	1-32
38. Post-qualification of the Bidder.....	1-32
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-33
<b>F. Award of Contract.....</b>	<b>1-33</b>
40. Award Criteria.....	1-33
41. Purchaser's Right to Vary Quantities at Time of Award.....	1-33
42. Notification of Intention to Award.....	1-33
43. Performance Security.....	1-33
44. Signing of Contract.....	1-34
45. Complaint and Review.....	1-34
46. Provision of PPA and PPR	



## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the BDS** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the **BDS**.
- 1.2 Throughout this Bidding Document :
- (a) the term “in writing” means communicated in written form with proof of receipt;
- (b) if the context so requires, singular means plural and vice versa; and
- (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) **indicated in the BDS** toward the cost of the project **named in the BDS**. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- Or
- GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 The Government of Nepal (GoN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context , the Purchaser;



(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) “obstructive practice” means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.

(cc) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(dd) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.



- 3.2 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 in corrupt or fraudulent practice or involving in such act,
  - (d) interference in participation of other competing 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 Employer the benefit of open competitive bid price,
  - (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
- 3.3 PPMO on the recommendation of the Purchaser may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:
- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
  - (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,
- 3.4 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.
- 3.5 The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP,



if so required by the GoN/DP.

3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.

(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

#### 4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all parties to the JV shall be jointly and severally liable; and

(b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser



regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- 4.3 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.
- 4.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.6 Firms shall be excluded in any of the cases, if
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
  - (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
  - (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
- 4.7 **DP Funded:** A bidder and all parties constituting the Bidder shall



have the nationality of an eligible country as defined by the concerned DP.

4.8 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return **as stated in BDS** from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement.

**5. Eligible Goods and Related Services**

5.1 **DP Funded:** If so required in the **BDS**, all goods and related services to be supplied under the contract and financed by DP, shall have as their country of origin an eligible country of the DP.

5.1 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.

5.2 The origin of goods and services is distinct from the nationality of the Bidder.

**6. Site Visit**

6.1 For goods contracts requiring installation/ commissioning networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.

6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.

6.3 The costs of visiting the Site shall be at the Bidder's own expense.

**B. Contents of Bidding Document**

**7. Sections of the Bidding Document**

7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)



- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section V. Schedule of Supply

**PART 3 Conditions of Contract and Contract Forms**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

**8. Clarification of Bidding Document/Pre-Bid Meeting**

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit specified in the **BDS** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and **24.2**.

8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date and time as specified in the **BDS** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB **24.2**.





- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**

### C. Preparation of Bids

- 10. Cost of Bidding**
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid**
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents Comprising the Bid**
- 12.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses **13, 15, and 16**;
  - (b) Bid Security, in accordance with ITB **21**;
  - (c) alternative bids, if permissible, in accordance with ITB **14**;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB **22**;
  - (e) documentary evidence in accordance with ITB **17** establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB Clauses **18** and **31**, that the Goods and Related Services conform to the Bidding Document;
  - (g) documentary evidence in accordance with ITB **19** establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (h) any other document **required in the BDS**.



- 13. Bid Submission Sheet and Price Schedules**
- 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in **Section IV, Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in **Section IV, Bidding Forms**.
- 14. Alternative Bids**
- 14.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 15.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms**. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:
- (a) For Goods manufactured in Nepal :
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax



and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

- (ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**
- (b) For Goods manufactured outside Nepal, to be imported:
- i. the price of the goods quoted CIF (named port of destination), or CIP(border point), or CIP(named place of destination), named place of destination as specified in the BDS;
  - ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - iii. in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside Nepal, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary



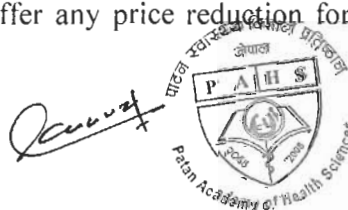
evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder.:

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of



more than one Contract shall specify the applicable price reductions in accordance with ITB 15.4, provided the bids for all lots are submitted and opened at the same time.

- 16. Currencies of Bid**
- 16.1 Bid prices shall be quoted in the following currencies:
- Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.
  - All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.
- 17. Documents Establishing the Eligibility of the Bidder**
- 17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:
- complete the eligibility declarations in the Bid Submission Sheet, included in **Section IV, Bidding Forms**; and
  - if the Bidder is an existing or intended JV in accordance with ITB 4.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
- 17.2 Bidders, applying for eligibility for domestic preference as indicated in ITB 35 shall submit the certification of country of origin issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, Evaluation and Qualification Criteria.
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in **Section V, Schedule of Supply**.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services,

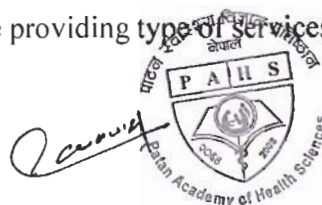


demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of **Section V, Schedule of Supply**.

- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in **Section V, Schedule of Supply**.

**19. Documents  
Establishing  
the  
Qualifications  
of the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section III, Evaluation and Qualification Criteria**.
- 19.2 If so required in the **BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in **Section IV, Bidding Forms** to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.
- 19.3 If so **required in the BDS**, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:
- Name and address of the Agent/Representative,
  - The Agent/Representative providing **type of services,**





c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,

d. Other agreement with Agent/Representative, if any,

e. Bidder shall certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",

If the agent has not been appointed:

f. Source of information about tender invitation,

g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,

h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,

i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.

19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.

## 20. Period of Validity of Bids

20.1 Bid shall remain valid for a period **specified in the BDS** after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

## 21. Bid Security

21.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, a Bid Security **as specified in the BDS**.



21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be in any of the following forms at the Bidder's option:

- (a) **original copy of an unconditional bank guarantee from reputed commercial foreign bank or;**
- (b) **original copy of an unconditional bank guarantee from "A" class commercial bank in Nepal or;**
- (c) **original copy of cash** deposit voucher in the Purchaser's Account as *specified in BDS*.

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in *Section IV, Bidding Forms*. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

A bid security issued by foreign bank must be counter – guaranteed by an "A" class commercial bank in Nepal acceptable to the Purchaser.

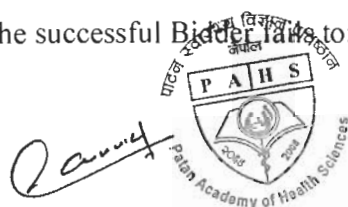
21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 43.

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

21.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
- (b) if the successful Bidder fails to:





- (i) sign the Contract in accordance with ITB 44; or
- (ii) furnish a Performance Security in accordance with ITB 43.

21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.

## 22. Format and Signing of Bid

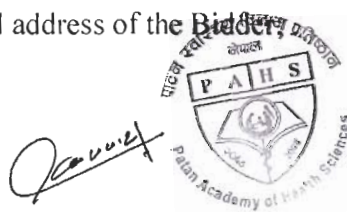
- 22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number *specified in the BDS* and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be attached with the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

## 23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand or by courier. When so *specified in the BDS*, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures *specified in the BDS*.
- 23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.
- 23.3 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder,



- (b) be addressed to the Purchaser in accordance with ITB **24.1**;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
- (d) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB **27.1**.
- 23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time *indicated in the BDS*.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB **24**. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal and Modification of Bids**
- 26.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB **22.2** (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be:
- (a) submitted in accordance with ITB Clauses **22** and **23** (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", or "Modification"; and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB **24**.



- 26.2 Bids requested to be withdrawn in accordance with ITB **26.1** shall be returned unopened to the Bidders.
- 26.3 No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 Sealed envelope pursuant to ITB **26.1** shall be opened only on the date and time of opening of bid.

## 27. Bid Opening

- 27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB **23.1**, shall be as specified in the **BDS**.
- 27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for "WITHDRAWAL", or "MODIFICATION" of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB **22.2**, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding "Modification" Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.



- 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

## E. Evaluation and Comparison of Bids

- 28. Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 44. 2.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the



time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

- 29. Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 30. Deviations, Reservations, and Omissions** 30.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness** 31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in **Section V, Schedule of Supply**; or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position



of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of **Section V, Schedule of Supply** have been met without any material deviation or reservation.

**32. Non-material  
Non-  
conformities**

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Section III, Evaluation and Qualification Criteria**.

32.4 If minor differences are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.

32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.

**33. Correction of  
Arithmetical  
Errors**

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) 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 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) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security shall be forfeited..

**34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the date of bid opening.

**35. Domestic Preference**

35.1 Unless otherwise **specified in the BDS**, domestic preference shall be a factor in bid evaluation.

**36. Evaluation of Bids**

36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in **Section III, Evaluation and Qualification Criteria**. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots, as **specified in the BDS**; the bid price as quoted in accordance with ITB 15;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) price adjustment due to discounts offered in accordance with ITB 15.4; and

(d) price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in **Section III, Evaluation and Qualification Criteria**. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise **specified in Section III Evaluation and Qualification Criteria**.



(e) price adjustment due to the application of a margin of preference in accordance with ITB clause 35.

36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

### 37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 36.

### 38. Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest ~~evaluated bid~~ to make a similar







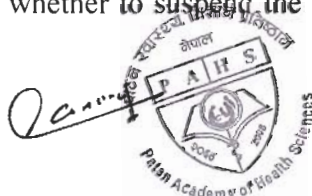
Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

#### 44. Signing of Contract

- 44.1 The successful Bidder shall sign the contract in the form included in **section VIII** after the submission of performance security in accordance with ITB **43**.
- 44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, the contract award results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
- 44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB **42.2**, requests in writing the grounds on which its bid was not selected

#### 45. Complaint and Review

- 45.1 If a Bidder, is not satisfied with the procurement process or Client's decision provided as per ITB 42.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client's decision, filed after the deadline shall not be processed
- 45.2 The Office chief of the Procuring Entity (Purchaser shall), within five (5) days after receiving the complaint application, give its decision with reasons, in writing pursuant to ITB **45.1**:
- (a) whether to suspend the procurement proceeding and the



procedure for further proceedings to be adopted; or

(b) whether or not to reject a complaint application.

45.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB 45.2, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB 45.1, then the applicant, within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the Office Chief provided that its bid amount is above the amount **specified in the BDS**. Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to zero point five percent (0.5%) of its quoted bid amount, with the validity period of at least ninety (90) days from the date of the filing of the review application.

45.4 Late application filed after the deadline pursuant to ITB 45.3 shall not be processed

45.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 on the basis of i) the information and comments received from the Purchaser, ii) evidence, documents submitted along with the application by the applicant, and iii) information received on inquiring both the parties regarding the matter.

45.6 If the claim made by the Bidder pursuant to ITB 45.3 is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB 45.3, within seven (7) days of the Public Procurement Review Committee's decision.

45.7 If the claim made by the Bidder pursuant to ITB 45.3 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 45.3 shall be forfeited.

#### 46. Provision of PPA and PPR

46.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconsistency and the provisions of PPA and PPR shall prevail.



## Section II. Bid Data Sheet

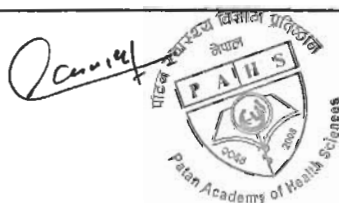


## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	Name of the Purchaser: <b>Patan Academy of Health Sciences, Lagankhel, Lalitpur, Nepal</b>
	Name and identification number of the contract: <b>Supply, Delivery and Installation of Hospital Equipments, PAHS/HE/15/2073/074</b>
	The number, identification and names of the lots comprising this contract: <b>Total contract comprises 3 slices</b>
<b>ITB 2.1</b>	Name of the Project: Name of the DP: Implementing Agency: <b>Patan Academy of Health Sciences, Lagankhel, Lalitpur, Nepal</b> Funding : <b>Ministry of Health, Government of Nepal</b>
<b>ITB 2.1</b>	Name of Contract is: <b>Supply Delivery and Installation of Hospital Equipments</b> . The contract package has been divided in 3 slices. Bidder may submit the bid for single or more slices and offer discount/cross discounts. Evaluation will be done slice by slice basis, with contracts awarded based on the award combination that is least of cost to the purchaser.
<b>ITB 4.3</b>	A list of debarred firms is available at <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>
<b>ITB 4.8</b>	Tax clearance certificate of <b>Fiscal Year 2072/073</b> The foreign Bidder shall declare to submit following documents at the time of contract agreement: <b>Declaration of a local agent and commission to be paid to the local agent.</b> Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate at the time of bid submission.
<b>ITB 5.1</b>	Bidders from the following countries are not eligible: <b>"Not Applicable"</b> The eligibility of Goods and Related Services are further elaborated in ITB 18.
<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: <b>The Registrar</b> Name of the Purchaser: <b>Patan Academy of Health Sciences</b> Address: <b>Lagankhel, Lalitpur</b> Country: <b>Nepal</b> Telephone: <b>+977-1-5545112</b>



	Fax Number: +977-1-5545114 Electronic Mail Address: <a href="mailto:registrar@pahs.edu.np">registrar@pahs.edu.np</a>
<b>ITB</b>	The purchaser will respond in writing to any request for clarification provided that such request is received no later than <b>15 days</b> days prior to the deadline date for submission of bid.( i. e. before <b>May 04, 2017</b> )
<b>ITB 8.2</b>	A Pre-Bid meeting shall take place at <b>11:30 AM</b> on <b>May 07, 2017</b> at:  <b>Office of Registrar,</b>  <b>Patan Academy of Health Sciences</b>  <b>Lagankhel, Lalitpur</b>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 12.1</b>	The Bidder shall submit the following additional documents with its Bid: <b><u>For Nepali Bidders:</u></b> <ol style="list-style-type: none"> <li>1. Up to date Firm/ Company Registration Certificate</li> <li>2. Tax clearance certificate for FY 2072/073</li> <li>3. VAT, PAN registration certificate</li> <li>4. Orginal Manufacture's Authorization Certification</li> </ol> A written declaration made by bidder stating that the bidder is not ineligible to participate in the bid, has no conflict of interest in the proposed bid procurement proceeding and submitting the orginal manufacturer's documents. <b><u>For Foreign Bidders:</u></b> <ol style="list-style-type: none"> <li>1. Orginal Manufacturer's Authorization Certificate</li> <li>2. A written declaration made by bidder stating that the bidder is not ineligible to participate in the bid, has no conflict of interest in the proposed bid procurement proceeding and submitting the orginal manufacturer's documents.</li> <li>3. Certification of incorporation or other relevant documents of registration.</li> </ol>
<b>ITB 14.1</b>	Alternative Bids shall not be permitted. A firm shall submit onlyone bid either individually or as a partner of joint venture.
<b>ITB 15.5</b>	The Incoterms edition is: 2010
<b>ITB 15.6</b> <b>(b) i</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterm: <b>CIP, Any custom point of Nepal</b>
<b>ITB 15.6</b> <b>(a) iii</b>	Final Destination(Project Site): Patan Academy of Health Sciences, Lagankhel, Lalitpur/ as mentioned in the Section

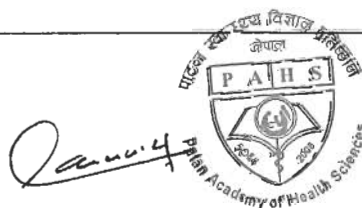




(b) ii and (c) (v)	V, Shedule of Supply.												
ITB 15.6 (b) (iii)	In addition to the CIP price specified in ITB 15.6 (b)(i), the price of the Goods manufactured outside Nepal shall be quoted: <b>As mentioned in the section V Schedule of Requirements.</b>												
ITB 15.7	The prices quoted by the Bidder <b>shall not</b> be adjustable												
ITB 15.8	Prices quoted for each lot shall correspond at least to <b>100 %</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to <b>100 %</b> of the quantities specified for this item of a lot.												
ITB 18.3	Period of time the Goods are expected to be functioning: <b>As per specifications.</b>												
ITB 19.2	Manufacturer's authorization is: <b>Required for all the items listed in Section V Schedule of Requirements.</b>												
ITB 19.3	After sales service is: <b>Required</b>  If required, the Bidder shall include with its bid, evidence that it will be represented by an Agent in the country.												
ITB 20.1	The bid validity period shall be 120 days. (i. e. upto <b>September 14, 2017</b> )												
ITB 21.1	A Bid Security is required;  The amount and the currency of the Bid Security shall be :  <table border="1" data-bbox="263 1406 1362 1630"> <thead> <tr> <th data-bbox="263 1406 341 1440"><u>Slice No:</u></th> <th data-bbox="357 1406 843 1440"><u>Name of Items-Quantity</u></th> <th data-bbox="859 1406 1362 1440"><u>Required Bid Security in NPR</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="263 1462 341 1496">1</td> <td data-bbox="357 1462 843 1496">Magnetic Resonance Imaging (MRI) System - 1Set</td> <td data-bbox="859 1462 1362 1496">4,058,350.00</td> </tr> <tr> <td data-bbox="263 1518 341 1552">2</td> <td data-bbox="357 1518 843 1552">Fluroscopy – 1 Set</td> <td data-bbox="859 1518 1362 1552">1,303,000.00</td> </tr> <tr> <td data-bbox="263 1574 341 1608">3</td> <td data-bbox="357 1574 843 1608">Endoscopy – 1 Set</td> <td data-bbox="859 1574 1362 1608">744,100.00</td> </tr> </tbody> </table> <b>Note: Bidders have choice to provide single or multiple security for the sclices bidding.</b>  Foreign bidders may submit the Bid Security in equivalent freely convertible currency. For this purpose the date of exchange rate determination is 15 days prior to bid submission. (i.e. <b>May 04, 2017</b> ) declared by NRB	<u>Slice No:</u>	<u>Name of Items-Quantity</u>	<u>Required Bid Security in NPR</u>	1	Magnetic Resonance Imaging (MRI) System - 1Set	4,058,350.00	2	Fluroscopy – 1 Set	1,303,000.00	3	Endoscopy – 1 Set	744,100.00
<u>Slice No:</u>	<u>Name of Items-Quantity</u>	<u>Required Bid Security in NPR</u>											
1	Magnetic Resonance Imaging (MRI) System - 1Set	4,058,350.00											
2	Fluroscopy – 1 Set	1,303,000.00											
3	Endoscopy – 1 Set	744,100.00											
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of unconditional bank gaurantee, the bidder should submit the original copy of guarantee along with the bid												

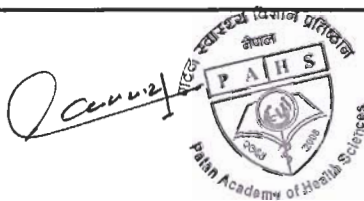


	(As per Sample Form Section IV) Bid security issued by the foreign bank must be counter gauranted by any "A" commercial bank in Nepal.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: <b>One</b> (i.e. <b>One original and one Copy</b> )
<b>ITB 23.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 23.1</b>	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 23.3 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: IFB title: <b>Supply Delivery and Installation of Hospital Equipments</b> IFB Number: <b>PAHS/HE/15/2073/2074</b>
<b>ITB 24.1</b>	The address and deadline for bid submission is: Place: <b>Office of the Registrar,</b> <b>Patan Academy of Health Sciences</b> <b>Lagankhel, Lalitpur</b> Date: <b>May 18, 2017</b> Time: <b>12:00 Noon</b>
<b>ITB 25</b>	





ITB 26	
ITB 27.1	<p>The bid opening shall take place at: Place: <b>Office of the Registrar, Patan Academy of Health Sciences Lagankhel, Lalitpur</b> Date: <b>May 18, 2017</b> Time: <b>14:00 After Noon.</b></p>
ITB 27.1	<p>If electronic bid submission is permitted in accordance with ITB 22.1, the specific bid opening procedures shall be: <b>Not Applicable.</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
ITB 35.1	<p>Domestic preference shall be a bid evaluation factor. <b>The methodology for calculating the margin of preference and criteria for its application shall be as specified in section III,. Evaluation &amp; qualification criteria.</b></p>
ITB 36.3 (a)	<p><b>Evaluation will be done for each item as each Slice and the contract will comprises the Slice awarded to the successful Bidder.</b></p>
ITB 36.3 (d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>Deviation in Delivery schedule: <b>Bids with any deviation in Delivery Schedule shall be rejected.</b></p> <p>Deviation in payment schedule: <b>Bids with any deviation in Payment Schedule shall be rejected.</b></p>
ITB 36.6	<p><b>Not Applicable</b></p>
<b>F. Award of Contract</b>	



<b>ITB 41.1</b>	The maximum percentage by which quantities may be increased is: <b>15%</b> The maximum percentage by which quantities may be decreased is: <b>15%</b>
<b>ITB 44</b>	Add following after sub clause 44.1 44.1.1 The currency of contract shall be the currency of bid. However, the currency of contract for Nepali bidders shall be in Nepalese Rupees only, converted at the exchange rate declared by NRB for the date of bid opening, whatsoever the currency of bid.
<b>ITB 45.3</b>	No application can be submitted before the Review Committee for review against the decision made by the <u>Office Chief of the Procuring Entity (Purchaser)</u> for the bid amount up to the equivalent value of <u>Nepalese Rupees 20,000,000 (twenty million)</u>



## Section III. Evaluation and Qualification Criteria

The purpose of the Evaluation and  
0

Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids and post-qualify the lowest-evaluated Bidder. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.



## Section III. Evaluation and Qualification Criteria

### Table of Criteria

#### Evaluation Criteria

Scope

Multiple Contracts

Technical Criteria

Economic Criteria

Domestic preference

#### Qualification Criteria



## Evaluation Criteria

### 1. Scope

#### 1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to deliver Site as defined in Section V, Schedule of supply, shall be quoted in the separate column as given in section IV, Bidding Forms-Price Schedule. These costs will be taken into account during bid evaluation. If Bidder does not include such cost in its Bid, then these costs will be considered by the Purchaser included in the unit price and/or total price quoted by the bidder in the corresponding line item

#### 1.2 Minor Omissions or Missing Items

Pursuant to Sub-Clause 30.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

### 2. Multiple Contracts

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall take into the lowest-evaluated bid for each slice and evaluate each slice and evaluate each slice separately as separate contract. Simultaneously, combination of lowest bids must meet the Post-Qualification Requirements.

### 3. Technical Criteria

Bid shall fully comply with the requirements of Technical Specifications. Any substantial deviations or deficiencies from the technical requirements as specified in Section V, Schedule of supply shall be rejected as non-responsive.

### 4. Economic Criteria

#### 4.1 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are not permitted.



## 4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section V, Schedule of Supply, are not permitted.

## 5. Domestic Preference

The purchaser will grant a margin of preference to goods manufactured in Nepal, The nationality of the manufacturer or supplier is not a condition for such eligibility. The goods must satisfy the criteria set forth herein and must submit the evidencial document to substantiate that the goods offered are eligible for margin of preference.

1. For comparison, responsive bids shall be classified in one of the following three groups:

(a) Group A: bids exclusively offering goods manufactured in for which (i) labor, raw material, and component from within Nepal account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/ assembling such goods at least since the time of bid submission.

(b) Group B: all other bids offering goods manufactured in Nepal.

(c) Group C: bids offering goods manufactured outside Nepal that have been already imported or that will be directly imported.

2. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the value added tax and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

3. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.

4. If as a result of the comparison under paragraph three above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to ten (10%) percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.



## Qualification Criteria

### A) If Bidder is Manufacturer

#### (i) Financial Capacity:

The Bidder shall furnish documentary evidence that it meets the following financial requirements.

The average annual turnover of **at least equal** to the total evaluated and calculated bid amount, intended to award, as an average of last three (3) years.

If the bidders has quoted the lowest for multiple slices and it's financial capacity is not sufficient for all quoted slices, it's evaluation and decision for the award will be done on the basis of the lowest cost to the purchaser.

The bidder must submit audited balance sheet of last three years.

#### (ii) Experience and Technical Capacity:

The Bidders shall furnish documentary evidence that it meets the following experience requirements:

a. The offered goods shall be latest and in current production for a minimum of last at least two (2) years. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of two (2) years.

### A) If Bidder is Manufacturer

#### (i) Financial Capability

The average annual turnover of **at least equal** to the total evaluated and calculated bid amount, intended to award, as an average of last three (3) years.

To demonstrate above qualification, the bidder and the manufacturer must submit the audited financial statement of last three years.

#### (ii) Experience and Technical Capacity:

The Bidders shall furnish documentary evidence that it meets the following experience requirements:

The Bidder shall have a minimum of last three (3) years overall experience in supply of similar goods.

The bidder not meeting the above Postqualification Requirements shall be considered as non responsive



## Section IV. Bidding Forms

### Table of Forms

**Bid Submission Form** .....

**Bidder's Information Form**.....

**Joint Venture Information Form** .....

**Financial Situation Form** .....

**Average Annual Turnover Form** .....

**Financial Resources Form** .....

**Pending Litigation Form** .....

**Specific Experience Form** .....

**Bid Security** .....

**Manufacturer's Authorization Letter**.....

**Price Schedule For Goods** .....





## a. Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in the amount of .....percent of the Contract Price for the due performance of the contract.
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

*[Signature]*



- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*  
 In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## b. Bidder Information Form

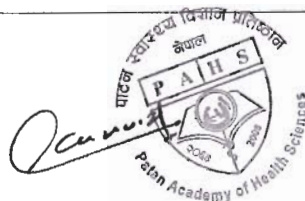
*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



### c. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Bid Submission]

ICB No.: [insert number of bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Party year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents]
<input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
<input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



### d. Financial Situation Form

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years (in NRs)		
Year 1:	Year 2:	Year 3:

#### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



### e. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported Each Bidder or member of a JV must fill in this form

Annual Turn over Data for the Last 3 Years	
Year	Amount (in NRs)
<b>Average Annual Turnover</b>	



## f. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	Source of financing	Amount (in NRs)
1		
2		
3		

**Note:**

The letter from the Bank must be unconditional.





### g. Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth



## h. Specific Experience Form

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 IFB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information
Contract Identification	_____

Award date \_\_\_\_\_

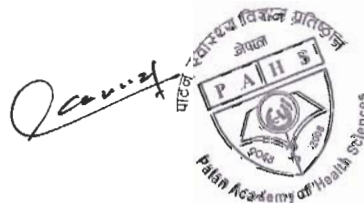
Completion date \_\_\_\_\_

Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract amount	_____		Currency _____
Description of the Works performed by the Bidder	_____		
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency _____
Purchaser's Name:	_____		
Purchaser's Address:	_____		

Purchaser's Telephone/fax number: \_\_\_\_\_

Purchaser's E-mai \_\_\_\_\_

The Bidder shall complete this form for each contract completed/in progress



## 9. Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("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 its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*



## 10- Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*



## Price Schedules Goods Manufactured Outside the Nepal, to be Imported

(Group C bids, goods to be imported)								
Date: _____								
ICB No: _____								
Currencies in accordance with ITB Sub-Clause 15								
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 15.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1	Magnetic Resonance Imaging System (MRI)			1 set			[insert the corresponding price per line item]	[insert total price of the line item]
2	Fluoroscopy			1 set				
3	Endoscopy			1 set				
<b>Total Price</b>								

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert Date]



## Price Schedule: Goods Manufactured Outside Nepal, already imported

(Group C bids, Goods already imported)											
Currencies in accordance with ITB Sub-Clause 16											
Date: _____											
ICB No: _____											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.6(c)(ii), (to be supported by documents)	Unit Price net of custom duties and import taxes, in accordance with ITB 15.6 (c)(iii) (Col. 6 minus Col. 7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in Nepal to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.6(c)(iv)	Total Price per line item (Col. 9+10)
1	Magnetic Resonance Imaging (MRI) System			1 Set							
2	Fluoroscopy			1 Set							
3	Endoscopy			1 Set							
										Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]





## Price Schedule: Goods Manufactured in Nepal

(Group A and B bids)									
Currencies in accordance with ITB Sub-Clause 16									
Date: _____									
ICB No: _____									
1	2	3	4	5	6	7	8	9	10
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Nepal % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.6(a)(ii))	Total Price per line item (Col. 6+7)
	Magnetic Resonance Imaging (MRI) System		1 Set						
	Fluoroscopy		1 Set						
	Endoscopy		1 Set						
								Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]



## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 16						
Date: _____						
ICB No: _____						
1	2	3	4	5	6	7
Service No	Description of Services (excludes inland transportation and other services required in Nepal to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1	Magnetic Resonance Imaging (MRI) System			1 Set		
2	Fluoroscopy			1 Set		
3	Endoscopy			1 Set		
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Notes :**

Column 5 and 6: Currencies in accordance with ITB Clause 16

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in Nepal and payable on the Related Services, if the Contract is awarded to the Bidder



## Section V. Schedule of Requirements

### Contents

1. List of Goods and Delivery Schedule.....	3
2. List of Related Services and Completion Schedule .....	4
3. Technical Specifications.....	5
4. Drawings.....	7
5. Inspections and Tests.....	8



## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).



## 1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Magnetic Resonance Imaging (MRI) System	1	Set	Patan Academy of Health Sciences, Patan Hospital, Lagankhel, Lalitpur	[insert the number of days following the date of effectiveness the Contract]	With in 150 days of contract signing sate	[insert the number of days following the date of effectiveness the Contract]
2	Fluroscopy	1	Set			Within 120 days of contract signing	
3	Endoscopy	1	Set			Within 120 days contract signing	



*[Signature]*

## 2. List of Related Services and Completion Schedule

[ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Magnetic Resonance Imaging (MRI) System	1	Set	Patan Academy of Health Sciences, Patan Hospital, Lagankhel, Lalitpur	
2	Fluroscopy	1	Set		
3	Endoscopy	1	Set		

1. If applicable



### 3. Technical Specifications

The Specification and equipment order list contains 2 sections A, B. These sections are an integral part of the specification and equipment order list and complement each other. The two sections are namely:

- A. General Points and Notes
- B. Slice wise specifications under different Slices (Altogether 3 Slices)

*The right hand blank side must be completed by the bidder with the technical specifications of the equipment offered with supplementary documents enclosed*

#### A. GENERAL POINTS AND NOTES

##### 1. Dimensions

Dimensions have been included in the specifications and are intended for GUIDANCE ONLY to match the type of size required. Where there are particular parameters to observe, minimum and maximum sizes have been quoted.

##### 2. Mains Electrically Powered Items

All mains electrically powered items should be suitable for operation on the electrical system within Nepal 220/230 volts.

11-volt units, which work through transformers, are NOT acceptable.

##### 3. Instruction/Operating Manuals

Each set of equipment must be supplied with detailed operating and maintenance manuals and technical information in the English language.

##### 4. Sensitive Nature

All the equipment and instruments are of a sensitive nature so they will only be procured from recognized, medical equipment/instrument manufacturers who have an established history or the manufacturers of whose products meet international quality standards.

##### 5. Quality Assurance and Product Conformity

Manufacturers of all medical devices (equipment and instruments) must have a quality assurance system certified under the following standards:

- ISO 13485:2003 (for manufacturing of medical equipment and instruments)
- ISO 9001: 2008 (for manufacturing of all goods).

As may be further specified in the following Technical Specifications per item, medical equipment and instruments proposed and supplied must conform to specific product certification, namely CE mark (certifying compliance with the Medical Devices Directive (MDD) 93/42/EEC, with subsequent amendments) or equivalent.

A Certificate of Conformity to the Test Parameters and date of manufacturing shall be available to the purchaser for all the instruments and equipment.





## **6. Product Information**

All the information provided in the bid should be substantiated by attached product data sheets/technical catalogues and relevant standards such as International Standards Organization (ISO), European Norms (EN), Indian Standard Institute (IS), Nepal Standard(NS),British Standards Institute(BS), American National Standards Institute(ANSI).

## **7. Standard Accessories**

All equipment should be supplied with their standard accessories as normally provided by the manufactures in addition to those accessories that are specifically mentioned in the specifications. The cost of these accessories must of normal operation.

## **8. Availability of Spare Part and Consumables**

The bidder shall supply equipment with a star-up supply of consumables allowing for testing and commissioning and approximately six month of normal operation.

## **9. Technical Trial**

Technical trials may be conducted for all the instruments and equipment prior to purchase and the supplier is fully responsible to provide all facilities needed to conduct the Technical trial on the same model of Equipment quoted.

## **10. Installation and commissioning**

All equipment which is so specified in the bidding documents must be installed and commissioned by the Supplier at the final destination(s),including, any base plates or connecting devices to the floor/foundation,utility connection to the equipment which the location.calibration and commissioning. The Supplier will also provide and install the latest version of complete programme software required for the installation,commissioning and its functioning for the diagnostic use of the equipment. The Supplier will also provide licensed copies of all such software for future reference and use of the Purchaser .Such software is to be Original Equipment Manufacturer (OEM). The Supplier will also be required to make available the updated version(s) of such OEM Program software for use in the same equipment.

The Health Facility at final destination shall be responsible to ensure that a suitable location (room) is made available, including required connections up to the location for electricity,water,air,oxygen,nitrous oxide,drainage,etc.as applicable for the particular equipment.

All other wquipment shall be delivered by the supplier in fully assembled operational condition. The specifications per item also specify whether or not installation and commissioning is required.

## **11. User training**

The Supplier shall conduct user training for equipment to enable operators to use the equipment properly. The training shall include the use of all operational functions of the equipment, as well as routine checks and maintenance expected by users.

For fixed equipment, the training shall be conducted at the site of the equipment, following installation and commissioning. For other equipment the training will be conducted at a central location (Kathmandu or Capital of one or more of the regions) in consultation with the Purchaser.

The specifications per item also specify whether or not user training is required.

### 12. Maintenance service during warranty period

For items as specified in the following individual Technical Specifications and 2 List of Related Services and Completion Schedule, preventive and corrective maintenance must be provided by the supplier during the period of warranty and included in his bid. The cost of spare parts will be separately payable by the user, except cases covered under warranty.

### 13. Right to Reject

All the information provided should be accurate and sufficient to convince fully the purchaser that all the offered goods fully meet the technical specifications and output quality. If such complete information is not provided and which leads to doubts about the technical compliance of the item(s), the purchaser retains the right to reject the corresponding item.

Bidders are to offer a **standard production model** most closely matching the specification below and provide details of the offer. **The offer must be for brand new equipment.**

These specifications are for the **minimum requirement**. Bidders may offer higher specifications but they are to highlight these in the Statement of Compliance column. Units are to be stated using the SI system. For example length in meters (m). Multiples and sub-multiples to be used are:  $10^6$  mega (M);  $10^3$  kilo(k);  $10^{-3}$  milli(m) and  $10^{-6}$  micro ( $\mu$ ).

**Bidders must enter their offered specifications against each parameter of this Technical Specification Form (TSF), comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected.**

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 complaint. 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.

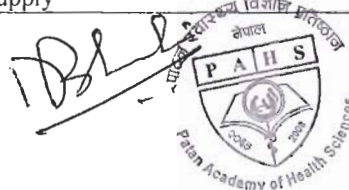
The Statement of Compliance must be substantiated with authenticated catalogue/data sheet/manual with the page number of original catalogue/datasheet/manual of the relevant parameters indicated.



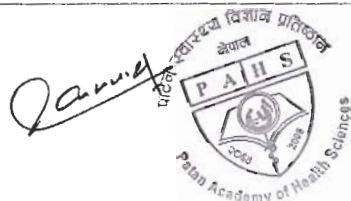
## 1. 1.5T Magnetic Resonance Imaging (MRI) System

S.N	TECHNICAL SPECIFICATION	COMPLIANCE (YES/NO)
	<b>1.5T Magnetic Resonance Imaging (MRI) System</b>	
	<b>Manufacturer:</b>	
	<b>Brand:</b>	
	<b>Type/Model:</b>	
	<b>Country of Origin:</b>	
1	<b>TECHNICAL FEATURES</b>	
1.1	<b>MAGNET</b>	
1.1.1	Whole Body 1.5 Tesla Magnetic Resonance Imaging System optimized for higher performance in Whole Body and Vascular examinations with superconducting magnet, high performance gradients and digital Radio Frequency System.	
1.1.2	1.5T active shielded super conductive magnet should be short and non-claustrophobic.	
1.1.3	It should have at least 60 cm patient bore with flared opening.	
1.1.4	Magnet length should be less than 200cm.	
1.1.5	Homogeneity of magnet should be less than or equal to .75 Guaranteed ppm over 40cm DSV	
1.1.6	The magnet should be well ventilated and illuminated with built in 2 way intercom for communication with patient	
1.1.7	The magnet should be well ventilated and illuminated with built in 2 way intercom for communication with patient	
1.1.8	Emergency Rundown Control at both operator console room and Gantry Room is a must.	
1.1.9	Fringe Field with 0.5 Gauss line radius.	
1.2	<b>SHIM SYSTEM</b>	
1.2.1	High performance, highly stable shim system with global and localized automated shimming for high homogeneity magnetic field for imaging and spectroscopy.	
1.2.2	Auto shim should be available to shim the magnet with patient in position.	
1.3	<b>GRADIENT SYSTEM</b>	
1.3.1	Actively shielded Gradient system	
1.3.2	The gradient should be actively shielded with each axis having independently a slew rate of at least 120 mT/m/msec and a peak amplitude of 33mT/m.	
1.3.3	The system should have efficient and adequate Eddy current compensation	
1.3.4	Effective cooling system for gradient coil and power supply	

*Qaunif*



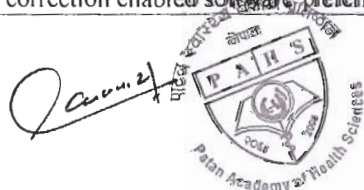
1.3.5	Duty Cycle- 100% the gradient power amplifier.	
1.3.6	Usable 40 cm of FOV in all directions.	
<b>1.4</b>	<b>RF SYSTEM</b>	
1.4.1	A fully digital RF system capable of transmitting power of at least 15kw.	
1.4.2	Analog to Digital Conversion should be inside the Magnet housing/inside the coil to ensure maximum Signal to Noise Ratio	
1.4.3	It should have at least 48 independent RF receiver channels / Channel Independent with each having bandwidth 1 MHz or more along with necessary hardware to support quadrature ICP array/Matrix coils. The highest receiver channels available with the vendor should be quoted	
1.4.4	It should support Parallel acquisition techniques with a factor of up to 4 in 2D.	
1.4.5	Should allow remote selection of coils and / or coil elements.	
<b>1.5</b>	<b>PATIENT TABLE</b>	
1.5.1	The table should be fully motorized, computer controlled table movements in vertical and horizontal directions.	
1.5.2	Moving table angiography should be possible.	
1.5.3	There should be a hand held alarm for patients	
1.5.4	Light Localizer for patient positioning.	
1.5.5	Physiological signals display like ECG, Pulse and SPO2.	
1.5.6	Patient load bearing capacity, minimum 200 Kg.	
1.5.7	The table should be fully motorized & dockable with additional table/dockable trolley offered as Standard. Only Company make is acceptable. No third party solutions is acceptable.	
<b>1.6</b>	<b>MEASUREMENT SYSTEM</b>	
1.6.1	Largest Field of View should be at least 40 cm in all axis.	
1.6.2	The measurement matrix should be from 128x128 to 1024x1024.	
1.6.3	Minimum 2D slice thickness mm should be equal to or less than 0.5.	
1.6.4	Minimum 3D slice thickness mm should be equal to or less than 0.1	
<b>1.7</b>	<b>COIL SYSTEM</b>	
1.7.1	The main body coil integrated to the magnet must be Quadrature / CP. In addition to this following coils should be provided:	
1.7.2	Multichannel Head coils with at least 8 channels for high resolution brain imaging.	
1.7.3	Neuro-vascular Coil with 20 or more channels or Head / Neck Coil combined, capable of high resolution neuro-vascular imaging	
1.7.4	32 Channel Spine Array/Matrix Coils for thoracic and lumbar spine imaging.	
1.7.5	32 channel Body Array/Matrix coil with at least 40 cm z axis coverage for imaging of abdomen, angiograms and heart with 32 channel. In case one coil can not provide this coverage then multiple coils should be offered.	
1.7.6	Dedicated Bilateral Breast Coil with at least 4 channel.	
1.7.7	Dedicated Shoulder Coil with atleast 8 channels	



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1.7.8	Dedicated Knee Coil with atleast 8 channels	
1.7.9	General purpose flexible coil with small and large size 1 each. Coil Storage Cart from manufacturer.	
1.7.10	The system should continuously monitor the RF coils used during scanning to detect failure modes. RF coils should not require either set up time or coil tuning;	
<b>1.8</b>	<b>APPLICATION SEQUENCES</b>	
1.8.1	The system should have basic sequences package with Spin Echo, Inversion Recovery, Turbo Spin Echo with high turbo factor of 256 or more, Gradient Echo with ETL of 255 or more, FLAIR, DIXON or equivalent.	
1.8.2	Single slice, multiple single slice, multiple slice, multiple stacks, radial stacks and 3D acquisitions for all applications.	
1.8.3	Single and Multi shot EPI imaging techniques with ETL factor of 255 or more	
1.8.4	Fat suppression for high quality images both STIR and SPIR, SPAIR or equivalent.	
1.8.5	The system should acquire motion artifact free images in T2 studies of brain in restless patients and motion artifacts reducing software.	
1.8.6	Dynamic study for pre and post contrast scans and time intensity studies	
1.8.7	MR angio Imaging: Should have 2D/3D TOF, 2D/3D PC , MTS and TONE, ceMRA	
1.8.8	Fat and water excitation package. Diffusion Weighted Imaging, with at least b value of 5000 or more.	
1.8.9	Non contrast enhanced peripheral angiography for arterial flow with Native/Trance/Inhance sequences	
1.8.10	Whole body screening imaging studies for metastasis	
1.8.11	High resolution Abdominal and Liver imaging in breathold and free breathing modes with respirator triggered volume acquisitions. Also provide liver fat and liver iron quantification software.	
1.8.12	The system should have basic and advanced MRCP packages including free breathing and 3D techniques.	
1.8.13	The system should have facility for flow quantification of CSF, vessel flow and hepatobiliary system.	
1.8.14	The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, Multislice & Multiangle 2D, 3D Spectroscopy and Chemical shift imaging in 2D/3D. The complete processing/post-processing software including color metabolite maps should be available on main console.	
1.8.15	Cardiac applications: VCG gating, Morphology/wall motion, Myocardial viability imaging.	
1.8.16	Advanced Breast imaging Package.	
1.8.17	Susceptibility weighted imaging.	
1.8.18	Multi Direction DWI and DTI with minimum of 32 directions(Complete package including quantification and tractography software). Prospective motion correction enabled software preferred.	

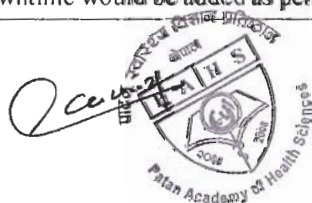


1.8.19	High resolution imaging for inner ear	
<b>1.9</b>	<b>SAFETY FEATURES</b>	
1.9.1	The magnet system should include an Emergency Ramp Down unit (ERDU) for fast reduction of the magnetic field with Ramp Down time below 3 minutes	
1.9.2	The magnet should have quench bands that contain the fringe fields to a specified value in the event of a magnet quench. The system shall have manual override of the motor drive for quick removal of the patients from the magnet	
<b>1.10</b>	<b>User's interface</b>	
1.10.1	The main Host computer should have a 19 inches or more high resolution LCD TFT color monitor with 1024 x 1024 matrix display	
1.10.2	The system should have image storage capacity of 100 GB for at least 2,00,000 images in 256x256 matrix.	
1.10.3	The reconstruction speed should be at least 1300 or more for full FOV 256 matrix.	
1.10.4	The main console should have facility for music system for patient in the magnet room. The system should have DVD / CD / flash drive archiving facility.	
1.10.5	Two way intercom system for patient communication.	
<b>1.11</b>	<b>Software and/or Workstation</b>	
1.11.1	A workstation with same user interface as of main console is required with the availability of all necessary software including:	
1.11.2	Basic post-processing software including MIP, MPR, surface reconstruction and volume rendering technique.	
1.11.3	Advanced post-processing offered applications perfusion quantification, advanced diffusion and DTI, processing of 2D/3D CSI data, with color metabolite mapping, quantification of CSF flow data, vascular analysis package.	
1.11.4	It should have at least 19 inch LCD TFT color monitor, with hard disk of at least 120 GB for at least 250,000 image storage in 256 matrix, and 4 GB RAM capacity or more, with self playing DVD/CD archiving facility.	
1.11.5	The workstation should enable printing in laser film camera and color printers	
1.11.6	One additional workstation is to be provided separately which should be fully DICOM compatible, basic viewing software package like MIP, MPR, surface reconstruction, volume rendering facility should be present. Workstation should have 16gb RAM, i5 processor, minimum 27 inch medical grade screen with 2 TB hard disk storage of reputed company.	
1.12	Heat Dissipation should maintain nominal Temp and the heat should be disbursed through a cooling mechanism with less than 1°c change during scan	
<b>2</b>	<b>ACCESSORIES, SPARE PARTS, CONSUMABLES</b>	
2.1	Water Chiller – Inos	
2.2	Hand held metal detectors – Inos	



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2.3	Phantoms for image quality audits.	
2.4	Suction and O2 pipeline and manifold to be provided inside the RF enclosure.	
2.5	Suitable RF Enclosure – 1nos	
2.6	UPS for entire system with 15 minutes - 1nos	
2.7	Dry laser Camera double tray	
2.8	Patient Oxygen saturation monitor displaying value in console to be provided.	
<b>3</b>	<b>ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS</b>	
3.1	Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% .	
<b>4</b>	<b>STANDARDS AND SAFETY</b>	
4.1	Should be USFDA & European CE	
4.2	Electrical safety conforms to the standards for electrical safety IEC 60601-1- General requirements.	
4.3	Shall meet internationally recognised standard for Electromagnetic Compatibility(EMI/EMC) for electromedical equipment: 61326-1.	
<b>5</b>	<b>WARRANTY</b>	
5.1	System should be offered with three years comprehensive warranty.	
5.2	Bidder should quote AMC/CMC Charge applicable for next 2 years separately after termination of comprehensive warranty.	
5.3	Warranty shall commence from date of satisfactory installation.	
<b>6</b>	<b>TRAINING</b>	
6.1	User training	
6.1.1	At least two radiologists should be given training at 1.5T MRI setting for at least two weeks.	
6.1.2	In house training of radiologists by MRI application specialists.	
6.1.3	User training for at least two radiotechnicians in 1.5T MRI in Kathmandu valley.	
6.1.4	In house training of radiotechnicians by MRI application specialists.	
6.2	Service Training	
6.2.1	Service training comprising of installation, corrective maintenance and troubleshooting to be provided to at least two Biomaintenance department staff at authorised service training center for at least two weeks.	
6.2.2	In house training to Biomaintenance department staff concerning routine checkup, preventive maintenance and troubleshooting.	
<b>7</b>	<b>MAINTENANCE SERVICE DURING WARRANTY PERIOD</b>	
7.1	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.	
7.2	Preventive maintenance should be carried out minimum of 4 times annually with in warranty period.	
7.3	95% uptime should be guaranteed. If down time exceeds 5% triple the downtime would be added as penalty to the warranty period.	





8	<b>INSTALLATION AND COMMISSIONING</b>	
8.1	Bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel; any pre requisites for installation to be communicated to the purchaser in advance, in detail.	
8.2	Inspections and decision to verify the compliance of the offered equipment as per specifications will be conducted by the technical team appointed by the Hospital. Unable to pass the inspection and verification shall result in rejection of the tendered system.	
8.3	The job description of Hospital technical team and Company Service Engineer should be clearly spelt out.	
9	<b>GUARANTEE</b>	
9.1	Bidders must ensure availability of Spare parts of the system for 10 years. Failure to fulfill which shall result in replacement of the tendered system by new upgraded version (model) fo the same unit, free of cost.	
10	<b>DOCUMENTATION</b>	
10.1	User (operating) manual in English both printed form and in CD.	
10.2	Service manual in English both printed form and in CD.	
10.3	Certificate of calibration and inspection from factory.	
10.4	Please provide complete list of Spare parts and Accessories, along with costing, part number used in the system applicable for 3 years after termination of warranty.	
10.5	Authorization letter for dealership in Nepal provided by parent (Origin) company should be compulsorily provided by the Bidder.	
10.6	Certificate of trained Engineer should be provided by the Bidder.	
10.7	Bidders should mention model number and provide availability chart or Yes/No chart with original catalogue having specification as provided by the manufacturing company. Photocopy, Scan copy or self made specification will not be accepted.	



## 2. Digital Fuloroscopy System

Specification	Compliance (Yes/No)
<b>X-RAY GENERATOR:</b>	
Microprocessor based high frequency generator	
Output at least 80 kW or near equivalent	
Radiographic voltage : 40 - 150 kV or near equivalent	
Radiographic mA : not less than 1100 mA	
Radiographic exposure times : 0.001 - 4.0 seconds or near equivalent	
Fluoroscopic kV : 40 - 150 kV or near equivalent	
Fluoroscopic mA : 0.2 mA - 6 mA or near equivalent	
Automatic Exposure Control must be available in kV, kV- mA or kV-mAs operation	
Overload protection device should be provided.	
Density Corrections: Should be provided for optimum image quality.	
Pulse fluoroscopy rate Should be from 0.5 to 30 frame/sec	
<b>X-RAY TUBE OVERCOUCH</b>	
Tube should be competible with Grid controlled Fluoroscopy	
Tube should have dual focus ( Bidder should specify focal spot size)	
Anode heat storage capasity should not be less than 800 KHU	
Housing heat storage capacity should be not less than 2300 KHU.	
<b>TUBE COLOUMN ASSEMBLY:</b>	
Tube column - detector assembly movement should be Motorized and not less than 160 cm	
Tube rotation should be Manual, -90°/+180°	
Tube should have an SID of 180cm on Table for chest X Rays	
<b>TABLE :</b>	
Translucent, at least 4 way floatable table type, motorized	
Vertical travel not less than 80 cm	
Transverse travel at least +/- 16 cm	
Tilting at least +/-90 degree	
Maximum patient weight at least 280 Kg	
Braking system shall be electromagnetic.	
Capable of capturing images at 35cm x 43cm or higher	
Provided with automatic exposure control	

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<b>DIGITAL IMAGING SYSTEM ON TABLE FOR FLUOROSCOPY &amp; RADIOGRAPHY APPLICATIONS:</b>	
Amorphous silicon flat detector with Cesium Iodide scintillator	
Size of detector should not less than 43x43 cm	
High resolution at least 3.4 lp/mm	
Pixel size should be 150 micron or less	
Frame rate should be 1 to 30 image/sec	
Dynamic Range should be 16 Bits or more	
Detector should be form original equipment manufacturer or parent company should have joint venture with the detector manufacturer.	
<b>MONITOR :</b>	
In exam room, Two units of monitor with live and reference view minimum 19"	
In Consol room DIACOM monitors of 2 MP resolution atleast	
<b>Specification</b>	<b>Compliance (Yes/No)</b>
<b>Other (Accessories, Components etc.)</b>	
Handgrip rail	
Handgrips, angled	
Shoulder support, one pair	
Footrest	
Footswitch for fluoroscopy and exposure	
Full System Satblizer	
UPS for workstation	
Film Printer with online Double Tray Facilities	
Diagnostic work station with image veiwing, data processing and CD view with burning facilities	
Computer with laser printer for reporting with UPS Back up	
<b>Optional Assesories:</b>	
Nearby Control trolley	
Trolley with a 2MP DIACOM monitor mounted on it	
Product should be CE Certified and ISO	
Thyroid shield 10 sets and full body lead apron 10 sets	
Lead Goggles 3 set, Lead rubber gloves 2 sets	
Hanging/Celieng Suspended Protective Lead Pannel	
Compitable UPS Back up for atleast 30 minutes	
<b>Training</b>	
Training for ERCP and intervention for one gastroenterologist for atleast three months at Higher Center Abroad	
Training for interventional radiology for one radiologist at least for three months at center abroad	



If company can't provide aforementioned training, it needs to arrange payment of training as set by the hospital administration	
Service training to bio maintenance staff at least two at authorized regional training center by trained company engineer.	
<b>Others</b>	
Necessary site modification with interiors will have to be done by the suppliers including civil, electrical and AHU work	
<b>Warranty and Spare Parts :</b>	
Comprehensive warranty Period should be minimum 2 years	
Spare parts and its accessories should be available for 10 ten years after handover of equipments	
List of common spare parts with costs should be incorporated applicable after warranty period	

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### 3. Video Endoscope System

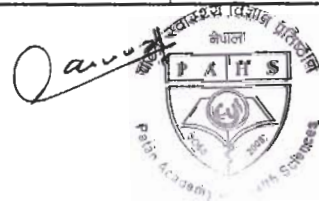
SN	Specifications	Compliance (Yes/No)
	<b>Manufacturer:</b>	
	<b>Brand:</b>	
	<b>Type/Model:</b>	
	<b>Country of Origin:</b>	
<b>1</b>	<b>Description of Functions</b>	
1.1	A video endoscopy system include a gastroscopy, a video duodenoscopy & a video colonoscopy	
<b>2</b>	<b>Operational Requirements</b>	
2.1	The video endoscopy system, including camera system, all Video endoscopes Monitor and all other peripheral equipment and Accessories offered mustbe of the <u>same MANUFACTURER</u> . The System should be higher end model. All video endoscopes offered in this System must also be able to <u>share one common camera system</u> in order to promote sharing of such camera system and hence increase its utilization. Endoscope System should support Laparoscopic Camera head and Telescope for alternate uses. <b>All bidders must comply with this condition.</b>	
<b>3</b>	<b>System Configurations</b>	
3.1	Video Processor, 1 unit	
3.2	26'' Colour video monitor, 1 unit	
3.3	Xenon light source 300 watt, 1 unit	
3.4	Endoscopic Electro Surgical Unit with Foot Switch, 1 unit	
3.5	Endoscopy trolley, 1 unit	
3.6	Video gastroscopy, 1 unit	
3.7	Video colonoscopy, 1 unit	
3.8	Video Duodenoscope therapeutic, 1 unit	
3.9	Suction Unit, 1 unit	
3.10	Manual scope disinfectant, 1 unit	
<b>4</b>	<b>Technical Specifications</b>	
4.1	<b>Video Processor, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the video processor offered	
4.2	The video processor offered shall be compatible with all type of video scopes offered in this tender. It shall be compatible with all type of flexible endoscopes by using of a suitable adapter.	

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4.3	Capable of storing about 50 pre-recorded patients data and about 20 doctor's pre-set conditions	
4.4	Video Output: 1x RGB, 1x VBS, 2 x Y/C	
4.5	Video signal output: PAL, NTSC	
4.6	Shall be capable of freezing an endoscope image, Displaying stationary endoscopic images, with picture-in- picture (Pip) display function.	
4.7	Adjustable colour tone and white balance of the endoscopic Images	
4.8	A keyboard for data entry and control of the processor shall Be included.	
4.9	With Automatic gain control (AGC) to allow the image to Be electrically amplified.	
4.10	With edge enhancement to increase the sharpness of images With at least 3 steps of setting from low to high.	
4.11	With 2 structural enhancement modes to improve the Stereoscopic appearance and fine structural details of large and small lesions with 3 steps settings from low to high.	
4.12	With electronic magnification to enlarge images, image size selection and with iris focusing function	
4.13	The video processor system and all endoscopes specified in This TSF shall come with Optical Image Enhancement (NBI) capabilities to enhance the visibility of mucosal surfaces and capillaries.	
4.14	It shall have HD-SDI and SD-SDI TV signal output to allow high definition transfer of video images	
4.15	With scope ID function to ease endoscope management	
4.16	<b>Colour video monitor, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the monitor offered	
4.17	It shall be a full high definition LCD colour video monitor for medical use with approximately 170 degree horizontal and vertical viewing angle, 1920 x 1200 pixel, 16:10 ratio or better, with colour tone calibrated to suit for displaying Endoscope images.	
4.18	It have at least 26" of screen size with high contrast ratio of approximately 1000 :1	
4.19	With multiple HD inputs and output, such as HD/SD SDI, Video, Y/C, Analogue RGB, External-Sync, HD15, DVI and etc.	
4.20	With picture-in-picture (Pip) display function.	
4.21	With memory of about 20 user selectable settings	
4.22	It shall be compatible with the video processor specified Above.	

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4.23	<b>Xenon light source 300 watt, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the light source offered	
4.24	The lamp shall be of Xenon type of at least 300watt.	
4.25	It shall be compatible with Optical Image Enhancement technology and come with special light filters	
4.26	With white balance	
4.27	With automatic brightness control.	
4.28	There shall be at least 1 light outlet.	
<b>S N.</b>	<b>Specifications</b>	<b>Compliance (Yes/No)</b>
4.29	The intensity of light shall be continuously adjustable. The Adjustment shall be in both Manual and AUTO mode.	
4.30	The life span of the lamp shall be at least 500 hours with Lifespan indicator.	
4.31	Shall come with a emergency lamp.	
4.32	The light source shall have an air pump 4 level(off, low, medium, high)	
4.33	Video System Come with a recording software of any brand	
4.34	Come with a <b>Colour Video Printer</b> With PC to report, Capture Image and Record Video	
4.35	Come with an <b>endoscopy trolley</b> to hold the above items With scope hanger for the endoscopes specified below. The endoscopy trolley shall be made by the same endoscopy System manufacturer. Bidder shall indicate brand and model information here and provide technical data document for the trolley offered	
4.36	The following video scopes shall have the scope related data stored in its memory chip, such as model, serial number, cumulative use, maintenance records, warranty date, owner Information and etc. Bidder shall declare its compliance here	
4.37	<b>Video gastroscopy, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the gastroscopy offered	
4.38	It optical system shall be compatible with and allow the scope to perform NBI	

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4.39	Field of view: ~140 degree	
4.40	Depth of field: ~2-100mm	
4.41	Direction of view: 0 degree forward	
4.42	Tip Deflection: Should be Up 210 deg., Down 90 deg., Right 100 deg , Left 100 deg	
4.43	Distal outer diameter should be not more than 9.2 mm	
4.44	Insertion tube outer diameter: Not more than 9.2mm	
4.45	Inner diameter of instrument channel: Should be not more than 2.8mm	

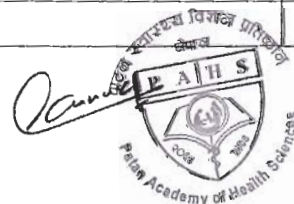
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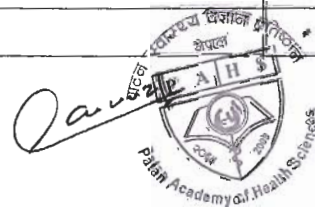
S. N.	Specifications	Compliance (Yes/No)
4.46	Working length: 1030 mm	
4.47	Total length: 1350mm	
4.48	Biopsy forceps, 2pcs (one type each), Bidder shall indicate types, sizes (working length, channel size & etc.) and part number of each piece of these forceps Offered here.	
4.49	Injection needle for esophageal varices 2 sets	
4.50	Bite Block, 1 piece per each scope	
4.51	<b>Video colonoscopy, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the colonoscopy Offered.	
4.52	It optical system shall be compatible with and allow the scope to perform NBI	
4.53	Field of view: 170 degree	
4.54	Depth of field: 2-100mm	
4.55	Direction of view: 0 degree forward	
4.56	Tip Deflection: approximately Up 180 deg, Down 180 deg, Right 160 deg, Left 160 deg	
4.57	Distal outer diameter: 11.7mm	
4.58	Insertion tube outer diameter: 11.5mm	
4.59	Inner diameter of instrument channel: 3.2mm	
4.60	Working length: 1680mm	
4.61	Total length: not less than 2000mm	
4.62	Minimum visible distance: 3.0 mm from the distal end	
4.63	Biopsy forceps, 2 pcs (one type each) Bidder shall indicate types, sizes (working length, channel size & etc.) and part number of each piece of these forceps Offered here.	
4.64	Polypectomy snare 2 sets	
4.65	<b>Video duodenoscope therapeutic, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the duodenoscope offered	
4.66	It optical system shall be compatible with and allow the scope to perform NBI	
4.67	Field of view: ~100 degree	
4.68	Depth of field: 5-60mm	
4.69	Direction of view: ~5 degree backward oblique	
4.70	Tip Deflection: approximately Up 120 deg., Down 90 deg, Right 110 deg , Left 90 deg	
4.71	Distal outer diameter: Not more than 13.7mm	

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S. N.	Specifications	Compliance (Yes/No)
4.72	Insertion tube outer diameter: 11.3mm	
4.73	Inner diameter of instrument channel: Not less than 4.2mm	
4.74	Working length: 1240mm	
4.75	Total length: ~1550mm	
4.76	Forceps elevator: V-groove type.	
4.77	All accessories offered for the duodenoscope shall be Compatible with the V-groove forceps elevator or any equivalent.	
4.78	Biopsy forceps, 2 pcs (one type each) Bidder shall indicate types, sizes (working length, channel size & etc.) and part number of each piece of these forceps offered here.	
4.79	Foreign body removal forceps, 1 pc	
4.80	Hemostasis injection needle, 1 pc	
4.81	Hemostasis loops, 1 pc	
4.82	Biliary Balloon Dilatation Device, 1 pc	
4.83	Papillotomy knife, 1 pc	
4.84	Single use sphincterotomy V, regular tip, 7mm distal tip, 30mm cutting wire, 1 set	
4.85	Bite Block, 1 piece	
4.86	<b>Suction unit, 1 unit</b> Bidder shall indicate brand and model information here and provide technical data document for the Suction unit offered	
4.87	Suction unit designed for endoscopic and surgical suction with variable suction control, strong suction capability, with a 2 liter Autoclavable jars, Bidder shall indicate the suction Pressure here. Nominal free air flow rate:50 l/min, adjustable to 40 or 60 l/min Nominal vacuum:95 kPa Suction jar: The suction jars can be autoclaved up to 135 °C or disinfected. The jar is impact resistant. Vacuum gauge Range:0 to 100 kPa Accuracy:±2.5%	
4.88	Washer/disinfector for disinfection of endoscopes, both flexible and video endoscopes	
4.89	The unit shall be mobile on castors	
4.90	Dimension (width): 100mm x 500 x 900	
4.91	Weight: ~30kg	
4.92	Tray Capacity: min. 6 L	

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S. N.	Specifications	Compliance (Yes/No)
5	<b>Accessories, Spare Parts and Consumables</b>	
5.1	All standard accessories/consumables/parts required for the Proper operation of the above item shall be included in the offer. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Forms.	
5.2	All standard Maintenance tools and cleaning /lubrication Materials where applicable shall be included. Bidders shall specify, in a separate Excel worksheet, the quantity and details of any items included in this offer which have not been specified in this Technical Specifications Forms.	
5.3	One set of the standard maintenance accessories, for example, cleaning brushes, rubber seal, cleaning cap, cleaning adapter silicone oil EO gas sterilization venting Cap, shall be included for each scope. * Bidder shall specify in details the quantity of each item included in its offer.	
5.4	<b>Leakage tester to test leakage in all three scopes.</b>	
5.5	<b>Xenon Bulb Extra</b>	
6	<b>Operating Environment</b>	
6.1	Power supply: 220 – 240 VAC, 50Hz fitted with Appropriate plug. The power cable must be at least 3 meters in length.	
7	<b>Standards &amp; Safety Requirements</b>	
7.1	This unit shall be certified to meet ISO9001 and ISO14971 and ISO 13485:2003/AC:2007 or European CE Directive 93/42/EEC and its subsequent additional Directives amending to it or USFDA approval.	
8	<b>Training:</b>	
8.1	The Supplier shall conduct user training for this equipment To enable operators to use the equipment properly. The training shall include the use of all operational functions of The equipment, as well as routine checks and maintenance expected by users.	
8.2	In house service training to Bio maintenance staff regarding routine checkup and repair for two weeks minimum.	
8.3	Service training to at least one Bio maintenance staff at authorized regional service training by trained company engineer.	
9	<b>Warranty</b>	
9.1	Comprehensive warranty period for this item shall be 24 months after acceptance of the Goods	

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S. N.	Specifications	Compliance (Yes/No)
<b>10</b>	<b>Maintenance Service During Warranty Period</b>	
10.1	Preventive and corrective maintenance services during warranty period shall be included.	
<b>11</b>	<b>Installation and Commissioning</b>	
11.1	It shall be installed and commissioned by the Supplier at the final destination(s),	
<b>12</b>	<b>Documentation</b>	
12.1	It must be supplied with detailed user and service manual (operating and maintenance manuals) and technical information in the English language in both printed form and CD.	

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## 4. Inspection and Test

**The following inspections and tests shall be performed:**

Supplied and delivered goods and other accessories shall be tested and inspected by technical experts appointed by Patan Academy of Health Sciences (PAHS) for compliances with agreed technical specifications. Any costs occur for such tests shall be borne by the bidders. If supplied and delivered goods and other accessories don't meet the technical specifications, the equipments and other accessories will be rejected. The bidder is responsible to deliver and install the other sets of goods as per required technical specifications.



## Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.



## Section VI. General Conditions of Contract

### Table of Clauses

1. Definitions.....	6-92
2. Contract Documents.....	6-93
3. Fraud and Corruption .....	6-93
4. Interpretation .....	6-95
5. Language .....	6-96
6. Joint Venture, Consortium or Association .....	6-96
7. Notices.....	6-96
8. Governing Law.....	6-96
9. Settlement of Disputes .....	6-97
10. Scope of Supply .....	6-97
11. Delivery .....	6-97
12. Supplier's Responsibilities .....	6-97
13. Purchaser's Responsibilities .....	6-97
14. Contract Price.....	6-97
15. Terms of Payment .....	6-98
16. Taxes and Duties .....	6-98
17. Performance Security .....	6-99
18. Copyright.....	6-99
19. Confidential Information.....	6-99
20. Subcontracting .....	6-100
21. Specifications and Standards.....	6-100
22. Packing and Documents .....	6-101
23. Insurance .....	6-101
24. Transportation.....	6-101
25. Inspections and Tests .....	6-101
26. Liquidated Damages.....	6-103
27. Warranty.....	6-103
28. Patent Indemnity .....	6-104
29. Limitation of Liability.....	6-105
30. Change in Laws and Regulations .....	6-105
31. Force Majeure .....	6-106
32. Change Orders and Contract Amendments.....	6-106
33. Extensions of Time .....	6-107
34. Termination .....	6-107
35. Assignment.....	6-18

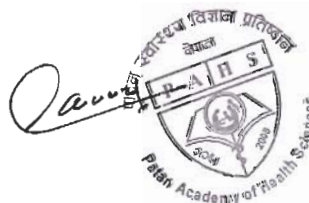




## 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “GoN” means the Government of Nepal.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser’s Country” is the country of Nepal .
- (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including





its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "The Site," where applicable, means the place named in the SCC.

## 2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

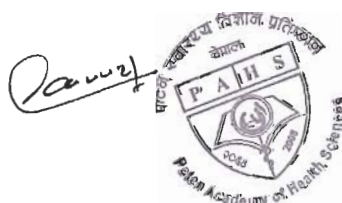
## 3. Fraud and Corruption

- 3.1 Public procurement act, 2063 requires that public Entities, Bidders, Supplies, Contractors and consultant under Public contract to serve the highest standard of ethics during the procurement and execution of such contract.

- 3.2 If the Purchaser determines at any time that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.

- (a) For the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement



process or affect the execution of a contract;

(v) “obstructive practice” means

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

3.3 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years including on the following grounds and seriousness of the act committed by the bidder:

- (a) if it is established that the Supplier has committed acts specified in ITB 3.2,
- (b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

3.4 Incase of DP funded bid, DP:

- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed



contract; and

- (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

#### 4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

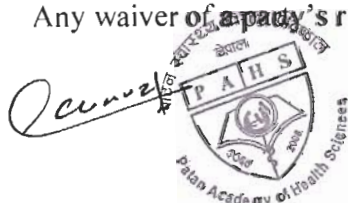
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under



the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Notices

7.1 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.

7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### 8. Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Nepal, unless otherwise specified in the SCC.





- 9. Settlement of Disputes**
- 9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms **specified in the SCC.**
- 10. Scope of Supply**
- 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as **specified in Section V, Schedule of Supply.**
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 11. Delivery**
- 11.1 Subject to GCC Sub-Clause **32.1**, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier **are specified in the SCC.**
- 12. Supplier's Responsibilities**
- 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause **10**, and the Delivery and Completion Schedule, as per GCC Clause **11.**
- 13. Purchaser's Responsibilities**
- 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause **13.1.**
- 14. Contract Price**
- 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.



14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

## 15. Terms of Payment

15.1 The Contract Price shall be paid as specified in the SCC.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

15.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.

15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.3, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

## 16. Taxes and Duties

16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.

16.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.



- 17. Performance Security**
- 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 17.2 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.
- 17.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copy right**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use



such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## 20. Sub-contracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

## 21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.





(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

## 22. Packing and Documents

22.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

## 23. Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.

## 24. Transportation

24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.

## 25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.



- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as **specified in the SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause **25.2**, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 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, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause **25.4**.



25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

## 27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.



27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such





proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.



- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services



that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### 33. Extensions of Time

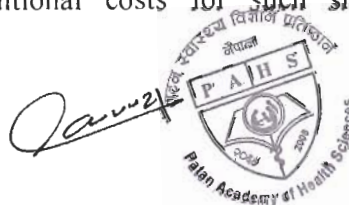
33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

### 34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related





Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 35. Assignment

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.



## Section VII. Special Conditions of Contract




## 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.

<b>GCC 1.1(k)</b>	The Purchaser is: <b>Patan academy of Health Sciences, Lagankhel, Lalitpur</b>
<b>GCC 1.1 (p)</b>	The Site is: <b>As specified in the Schedule of Requirements</b>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>Incoterm 2010</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association <b>“shall”</b> jointly and severally liable.
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser’s address shall be Name and Address of the Purchaser: <b>Patan Academy of Health Sciences, Lagankhel, Lalitpur</b> Telephone number: +977-1-5545112 Facsimile number: +977-1-5545114 e-mail Address: <a href="mailto:registrar@pahs.edu.np">registrar@pahs.edu.np</a>
<b>GCC 8.1</b>	The governing law shall be the law of: <b>Nepal</b>
<b>GCC 10.1</b>	The Scope of Supply shall be defined in:  Section V, Schedule of Supply. The Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.
<b>GCC 11.1</b>	Details of shipping and documents to be furnished by the Supplier shall be:  <b>“For Goods supplied from abroad as per Incoterms CIP:</b>  Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the <b>full details</b> of the shipment, including

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GCC 14.2	<p>Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>a) Four copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) Original and three copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three copies of non-negotiable bill of lading;</li> <li>c) Four copies of the packing list identifying contents of each package;</li> <li>d) insurance certificate;</li> <li>e) Manufacturer's or Supplier's warranty certificate;</li> <li>f) inspection certificate, issued by the Supplier's factory inspection, and</li> <li>g) Certificate of origin.</li> </ul> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>For Goods from within the Purchaser's country as per Incoterm EXW:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall <b>notify</b> the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>a) Two (2) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) delivery note, airway, railway receipt, or truck receipt;</li> <li>c) Manufacturer's or Supplier's warranty certificate;</li> <li>d) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>e) Certificate of origin.</li> </ul> <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>
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<b>GCC 15.1</b>	<p>The method and condition of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>The payment for Goods supplied from abroad (In case of goods to be imported):</b></p> <p><b>A. <u>If Bidder is not Nepali bidder</u></b></p> <p>Payment of foreign currency portion shall be made in <b>currency of the Contract Price</b> in the following manner</p>
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**GCC 15.1**

- (i) **Advance Payment: Not Applicable**
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.
- (iii) **On Acceptance: Twenty** (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in **Nepalese Rupees** within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**B. If the Bidder is Nepali bidder.**

Payment of foreign currency portion shall be made in Nepalese Rupees converted at the exchange rate decrealed by NRB for the date of bid opening in the following manner.

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment: Seventy** (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12 and presentation of original invoice of manufacturer upon which the goods have been received at the custom point and the custom bill of GoN.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**Payment for Goods and Services supplied from within the Purchaser's Country ( In case of goods already imported or goods manufactured within the purchaser's country)**

Payment for Goods and Services supplied from within the Purchaser's Country **shall be made in Nepalese Rupees as follows:**

Payment of local currency portion shall be made in **Nepalese Rupees** within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.





	<p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment: Seventy (70) percent</b> of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 15.4</b>	The currencies for payments shall be: <b>As mentioned above in 15.1</b>
<b>GCC 15.5</b>	The interest rate that shall be applied for payment delay is : <b>4%</b>
<b>GCC 17.1</b>	<p>The Supplier shall provide a Performance Security as follows:</p> <p>(i) If the contract price of bidder selected for acceptance is within fifteen <b>(15) percent</b> less than the approved cost estimate, the performance security amount shall be <b>five (5) percent</b> of the bid price.</p> <p>(ii) If the contract price is below <b>fifteen (15) percent</b> of the cost estimate, the performance security amount shall be determined using the following formula.</p> <p style="text-align: center;"><b>Performance Security = [( 0.85 X Cost Estimate – Contract Price) X 0.5 + Contract Price X 0.05]</b></p>
<b>GCC 17.3</b>	<p>The types of acceptable Performance Securities are:</p> <p>A bank guarantee issued by a reputable bank located in the Purchaser's country or 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 a "A" class commercial Bank in Nepal.</p>
<b>GCC 22.2</b>	The packing, marking, and documentation within and outside the packages shall be: <b>As specified in the Technical Specifications</b>





GCC 23.1	<p>The insurance coverage shall be in accordance with:</p> <p>The Supplier must insure the Goods in an amount equal to 110 percent of the CIP or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks, Arson and Strikes.</p>
GCC 24.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>The responsibility for transportation shall be in accordance with Incoterms. The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser’s country, defined as the project site, transport to such place of destination in the Purchaser’s country 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.</p>
GCC 25.2	<p>Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places:</p> <p>The purchaser shall test and inspect the supplied and delivered goods by itself or by the outsourcing service provider for the compliance with agreed technical specifications and physical conditions including packing. If supplied and delivered goods do not meet the requirements, the goods will be rejected and the bidder is responsible to replace all the quantities of rejected goods with fresh once.</p>
GCC 25	<p>Add following sub-clause after 25.8</p> <p>25.9 Upon receipt of the goods at place of final destination, the Purchaser’s representatives shall inspect/test the Goods or part of the Goods to ensure that they conform to the condition of the Contract and Technical Specification; and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within fifteen (15) days of receipt of Goods or part of Goods, the supplier is responsible to replace the quantities of rejected goods at no cost to the purchaser.</p>
GCC 26.1	<p>The applicable rate of liquidated damages shall be: <b>0.05 percent of the Contract Price per day.</b></p>
GCC 26.1	<p>The maximum amount of liquidated damages shall be: <b>Ten (10) percent of the Contract Price.</b></p>
GCC 27.3	<p>The period of validity of the Warranty shall be: <b>As mentioned in the Technical Specifications.</b></p>
GCC 27.5	<p>The Supplier shall correct any defects covered by the Warranty within : <b>30 Days</b></p>



## Section VIII. Contract Forms

### Table of Forms

#### Letter of Intent

#### Letter of Acceptance

Agreement Form .....	8-117
Performance Security .....	8-121
Advance Payment Security.....	8-122



# Letter of Intent

*[on letterhead paper of the Purchaser]*

.....*[insert date]*

To: ..... *[insert name and address of the Contractor]*

Subject: *Issuance of letter of intent to award the contract .*

This is to notify you that, it is our intention to award the contract ..... *[insert date]* for execution of the ..... *[insert name of the contract and identification number]* to you as your bid price ..... *[insert currency and amount in figures and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

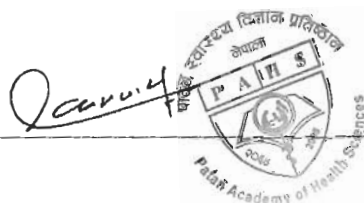
Title: .....

**CC:**

*[Insert name and address of all other Bidders, who submitted the bid]*

**[Notes on Letter of Intent**

*The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]*



# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *date.* .....

To: ..... *name and address of the Supplier* .....

Subject: *Notification of Award*

This is to notify that your Bid dated . . . .[insert *date*]for execution of the . . . . .[insert *name of the contract and identification number*] for the Contract price of .....[insert *currency and amount in figures and words*], 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 15 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:**



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# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*.

BETWEEN

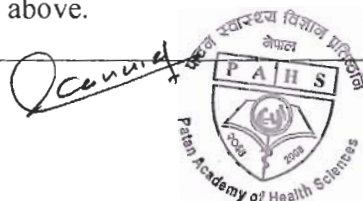
- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) *[Add here any other document(s)]*

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.



3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 the laws of “Nepal” on the day, month, and year indicated above.

Signed by [insert authorized signature for the Purchaser] (for the Purchaser)

Signed by [insert authorized signature for the Supplier] (for the Supplier)





## Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

[insert complete name and number of Contract]

To: [insert complete name of 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"). ] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned notification of award 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 or currencies 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].

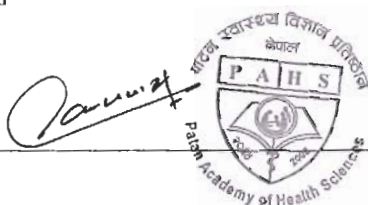
Name: [insert complete name of person signing the Security]

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]





## Advance Payment Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

**[insert complete name and number of Contract]**

To: **[insert complete name of Purchaser]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Supplier]** (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until **(insert day, month, year)**. **[Contract completion date may be a basis for this date]**

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]**

