



**Patan Academy of Health Sciences (PAHS)**

**for**

INVITATION FOR BID FOR

**Supply, Delivery and Installation of Hospital  
Equipment, PAHS/NCB/HE/18/076/077**

**BIDDING DOCUMENT**

**March 2020**

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

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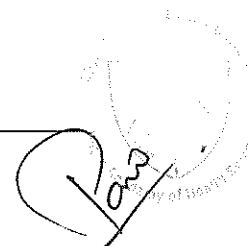
## Table of Contents

Section I.	Instructions to Bidders.....	2
Section II:	Bidding Data Sheet.....	19
Section III.	Qualification Information .....	21
Section IV.	Sample Forms.....	23
Section V:	Contract Agreement .....	30
Section VI.	Schedule of Requirements .....	32
Section VII.	General Conditions of Contract.....	36
Section VIII:	Special Conditions of Contract.....	46
Section IX :	Standard Forms .....	49

### **A QUICK CHEKLIST FOR THE BIDDER**

▪ Bid Form Filled Signed and Sealed	PAGE 25
▪ Power of Attorney Properly Signed and Sealed	PAGE 27
▪ Price Schedule Properly Filled, Signed and Sealed	PAGE 28
▪ Proper Statement of Make and Model of Offered Goods	PAGE 35
<b><u>DOCUMENTS TO BE ENCLOSED</u></b>	
▪ Copies of Firm's Registration, PAN/VAT Documents ▪ Copies of Financial Statements ▪ Copies of Past Similar Experience ▪ Copies of Product Specifications and Brochures ▪ Manufacturer's Authorisation (as required)	

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## Patan Academy of Health Sciences (PAHS)

Lagankhel, Lalitpur

### Invitation for Bids

IFB No: PAHS/NCB/HE/18/076/077

Supply, Delivery and Installation of Hospital Equipment

First Date of Publication: March 23, 2020

1. Patan Academy of Health Sciences (PAHS) is receiving grants form Ministry of Health and Population, Government of Nepal for the procurement of Hospital Equipment to manage a possible outbreak of Corona Virus Disease (COVID-19). Bidding is open to all eligible and qualified bidders for **Supply, Delivery and Installation of Hospital Equipment**.
2. Bidding will be conducted through the National Competitive Bidding (NCB) procedure as specified in the PAHS Financial Regulation and Public Procurement Act of Nepal and are open to all eligible bidders. Procurement process will be conducted as per the provision of Article No:66 of Public Procurement Act, 2063 and Rule No: 145 of Public Procurement Regulation, 2064 (with amendments).
3. 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 **08:00 to 16:00 hours (Nepal Standard Time) from March 23 to March 29, 2020**, at their own convenience.
4. Bidding documents may be purchased on or before **12:00 pm, March 29, 2020** on the submission of a written application to the address below and upon the payment of non-refundable fee of NPR **15,000.00**. The method of payment will be in the form of cash deposit certificate in **Account No: 00181040000455 of Laxmi Bank Limited** of the Patan Academy of Health Sciences (PAHS).
5. Sealed Bids must be delivered to the address below on or before **12:00 hours(Nepal Standard Time) on March 29, 2020**. Documents after this deadline shall not be accepted.
6. Bids must be valid for 90 days from the date of bid opening must be accompanied by bid security not less than 2.5 % of bid amount (Inclusive of VAT). The bid security shall be in the name of the bidders. 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 March 29, 2020**.
7. If the specified date for submission and opening of the bid falls on a 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 remains unchanged unless amended by another notice.
8. 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.
9. PAHS reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
10. The address referred to above is

*Patan Academy of Health Sciences (PAHS)*

*Lagankhel, Lalitpur*

*Telephone No: 977-01-5545112*

*Fax No: 977-01-5545114*



## Section I. Instructions to Bidders

### A. Introduction

- 1. Scope of Bid**
- 1.1 The Purchaser as defined in **Bidding Data Sheet** invites the Bids for supply and related services of goods, thereto as specified in Section VI, Schedule of Requirements. (Such goods, materials and equipment and related services hereinafter referred to as "Goods").
  - 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.
- 2.1. Source of Funds**
- 2.1 The Patan Academy of Health Sciences has made budgetary allocation or intends to apply part of the funds of a loan/credit/grant from the Donor Agency, as defined in the Bidding Data towards the cost of the Project, as defined in the Bidding Data, to cover eligible payments under the Contract for which these bidding documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the borrower in accordance with the terms and condition of the Loan/Credit/Grant Agreement. No party other than the borrower shall derive any rights from the Loan/Credit/Grant Agreement or have any claim to the loan/Credit/Grant proceeds.
- 3. Eligible Bidders**
- 3.1 This Invitation for Bids is open to all eligible suppliers indicated in the **Bidding Data Sheet**.
  - 3.2 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Bid.
  - 3.3 Government owned enterprises in the Nepal may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
  - 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GoN and PAHS/or the Donor Agency in accordance with sub-clause 41.1 and 41.2.
- 4. Eligible Goods and Services**
- 4.1 All goods and related services to be supplied under the contract shall **NOT** have their origin in ineligible source countries, as specified in **Bidding Data Sheet** and all expenditures made under the contract will be limited to such goods and services **NOT** from ineligible countries.
  - 4.2 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
  - 4.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 5. Cost of Bidding**
- 5.1 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,

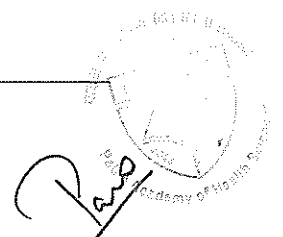


regardless of the conduct or outcome of the bidding process.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder's participation to be disqualified.
- 7 Bid Submitted by a Joint Venture** 7.1 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:
- a. the bid shall be signed so as to be legally binding on all partners;
  - b. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - c. one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
  - d. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 8. Assurance** 8.1 The successful Bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods pursuant to the Contract, within the time set forth therein.

## **B. The Bidding Documents**

- 9. Content of Bidding Documents** 9.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- Section 1: Invitation for Bids
- Section 2: Instruction to Bidder (ITB);
- Bidding Data Sheet;
- Section 3: Qualification Information and Criteria
- Section 4: Sample Forms
- Bid Security Form
- Bid Form
- The Power of Attorney to Sign the Bid Document
- Price Schedules
- Joint Venture Partner Information Form
- Section 5: Contract Form;
- Section 6: Schedule of Requirements;



## Technical Specifications:

Section 7: General Condition of Contract (GCC);

Special Conditions of Contract (SCC);

Section 8: Standard Forms

- a. Notification of Award
- b. Performance Security Form;
- c. Bank Guarantee for Advance Payment Form;
- d. Manufacturer's Authorization Form.

9.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

9.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

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

#### 10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in **Bidding Data Sheet**. The Purchaser will respond in writing or by fax to any request for clarification of the Bidding documents which it receives no later than **Fifteen (15)** days prior to the deadline for the submission of bids prescribed in Sub-clause 24.1. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax to all prospective Bidders, who have purchased the Bidding Documents.

#### 11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the Purchaser may amend or modify the Bidding Documents by issuing addendum.

11.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

11.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub - Clause 24.2.

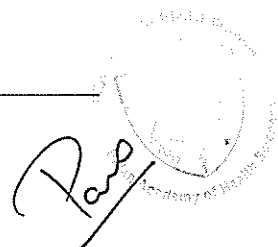
### C. Preparation of Bids

#### 12. Language of Bid

12.1 The bid prepared by the Bidder and all correspondence and supporting documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in **Bidding Data Sheet**.



13. **Documents Comprising the Bid**
- 13.1 The Bid prepared by the Bidder's Bid shall comprise the following components:
- A Bid Form and a price schedule completed in accordance with clauses 14,15 and 16.
  - documentary evidence established in accordance with Clause 17, that the Bidder is eligible to Bid and that the Goods and Services to be supplied by the Bidder are eligible under the contract;
  - documentary evidence established in accordance with Clause 18, that the Bidder is qualified to perform the contract if its Bid is accepted;
  - documentary evidence established, in accordance with Clause 19, that the Goods and services to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Bidding Documents;
  - Bid security furnished in accordance to ITB Clause 20;
14. **Bid Form**
- 14.1 The Bidder shall complete the Bid Form and the appropriate price schedule furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, their country or origin quality and prices.
15. **Bid Price**
- 15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.
- 15.2 Prices quoted in the Price Schedules should be entered separately in the following manner:
- 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 and sales and other taxes already paid or payable;
  - the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bidding Data Sheet** .
  - the price of other (incidental) services, if any, listed in the Bidding Data
- 15.3 Price quoted by the Bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.
- 15.4 The terms EXW, FOB, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 15.5 The Bidder's separation of price components in accordance with Clause 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 15.6 If the Bidder intends to offer any unconditional discount, it should always be expressed in fixed percentage and that will not vary as the quantity varies and be applicable to each unit rate. The Bidder should also indicate the method for their application.
- 15.7 A foreign Bidder wishing to have or already having a local agent should state the



following:

- i. Name and address of the Agent/Representative,
- ii. The Agent/Representative providing type of services,
- iii. Amount of commission if the Agent/ Representative is entitled to get such payment and if he/she participate in the procedure of payment,
- iv. Other agreement with Agent/Representative, if any,
- v. Bidder should 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:

- i. Source of information about tender invitation,
- ii. The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
- iii. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
- iv. 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.

15.8 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 15.7 or has submitted his 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 black list such bidder.

15.9 A bid submitted with an adjustable price quotation shall be treated as non-responsive bid and rejected.

15.10 Items for which no rate or price in Price Schedule is entered shall be deemed covered by the other rates and prices in the Price Schedule and shall not be paid separately by the Purchaser.

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|---|--|
| 16. <b>Currency of Bid</b>  | 16.1 Prices shall be quoted in Nepalese Rupees OR as specified in <b>Bidding Data sheet.</b>   |
| 17. <b>Document Establishing Eligibility of Bidder and of the Goods and Service</b> | 17.1 Pursuant to Clause 13, the Bidder shall furnish, as part of its bid, documents, as stated in Bidding Data Sheet, establishing the Bidder's eligibility to Bid.<br>17.2 Pursuant to Clause 13, the Bidder shall furnish, as part of its bid documents, as stated in Bidding Data Sheet, establishing the eligibility to the Bidding Documents of all Goods and Services which the Bidder proposes to supply under the contract |
| 18. <b>Documents Establishing</b>   | 18.1 The documentary evidence of the Bidder's qualifications to perform the  |





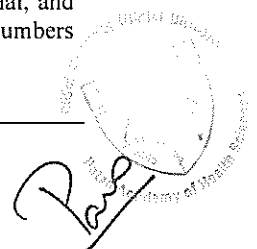
**Goods'  
Eligibility**

contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a. that, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized solely by the Goods' Manufacturer or Producer to supply and install the Goods in Nepal;
- b. that the Bidder has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services; and
- c. that, in the case of a Bidder not doing business within Nepal, the Bidder is, or will be (if the contract is awarded to it), represented by an agent in Nepal, who shall be capable to fulfill the contractual obligations regarding :
  - maintenance and repair of the supplied goods,
  - after sales service,
  - maintaining stock for supply of spare parts
- d. that, the Bidder in the last three years (3) has supplied Goods of nature, quantity and of contract amount to government enterprises or private institutions as specified in the **Bidding Data Sheet**
- e. that the Bidder meets the qualification criteria listed in **Bidding Data Sheet**.

**19. Document  
Establishing  
the Goods'  
Conformity to  
the Bidding  
Documents**

- 19.1 Pursuant to Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 19.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 19.3 The documentary evidence of the conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consist of:
  - a. a detailed description of the essential technical and performance characteristics of the goods;
  - b. a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period to be specified in the Bidding Data, following commencement of the use of the goods by the Purchaser; and
  - c. an item by item commentary and the Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
  - d. a detailed schedule of execution of works under the contract (work schedule), outlining key activities and the critical items on the schedule which could influence the contract completion date.
- 19.4 For the purposes of the commentary to be furnished pursuant to Sub-Clause 19.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers



designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standard, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to designate in the Technical Specifications, except if the Technical Specifications specifically provide otherwise.

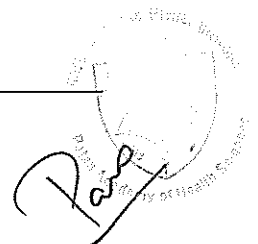
- 20. Bid Security**
- 20.1 Pursuant to Sub-Clause 13, the Bidder shall furnish as part of its bid, bid security in Nepali Rupees in the amount as specified in **Bidding Data Sheet**.
- 20.2 The Bid security shall be denominated in the currency of the Bid and shall be valid for thirty (30) days beyond the validity of the Bid. The Bid Security shall, at the Bidder's option, be in the form of earnest money, bank draft, or a bank guarantee from a reputable bank in Nepal acceptable to the Employer or from a reputable foreign bank which is endorsed by the local bank in Nepal acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of bid security included in Section VIII; other formats may be permitted, subject to the prior approval of the Employer.
- 20.3 Any Bid not secured in accordance with Sub - Clauses 20.1 and 20.2 above will be rejected by the Purchaser as non-responsive, pursuant to Clause 29.
- 20.4 Unsuccessful bidders' bid securities will be discharged or returned within three (3) days after signing the contract with the successful bidder.
- 20.5 The successful Bidder's bid security will be discharged or returned, or both, upon the Bidder signing the contract, pursuant to Clause 39, and furnishing the performance security pursuant to Clause 40.
- 20.6 The Bid security shall be forfeited:
- (a) if a Bidder:
- (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form, or
- (ii) does not accept the correction of errors pursuant to Sub - Clause 29.2; or
- (b) in case of a successful Bidder, if the Bidder fails within the time limit to :
- (i) sign the contract in accordance with Sub - Clause 39; or
- (ii) Furnish the performance security in accordance with Sub- Clause 40.
- 21. Period of Validity of Bids**
- 21.1 Bids shall remain valid for the period **specified in the Bidding Data Sheet** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 21.2 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be in writing or by fax. The validity of bid security period provided under Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 22. Format and**
- 22.1 The Bidder shall prepare one original of the documents comprising the bid as

**Signing of Bid** described in ITB Clause 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **Bidding Data Sheet** 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.
- 22.3 Any inter lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

#### D. Submission of Bids

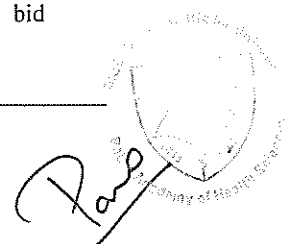
23. **Sealing and Marking of Bids**
- 23.1 The Bidder shall seal the original and the copy of the bid in two inner envelopes and an outer envelope, duly marking the inner envelopes as "Original" and "Copy".
- 23.2 The inner and outer envelopes shall:
- be addressed to the Purchaser at the address given in the **Bidding Data Sheet**;
  - bear the Project Name, indicated in **Bidding Data sheet** and a statement "**DO NOT OPEN BEFORE .....**" to be completed with the time and date for Bid opening as specified in the **Bidding Data Sheet**, pursuant to ITB Clause 27.
- 23.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."
- 23.4 If the outer envelope is not sealed and marked as required by ITB Clauses 23.1 and 23.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
24. **Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address specified under ITB Clause 23.2 no later than time and date as specified in the **Bidding Data Sheet**.
- 24.2 The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending in accordance with ITB Clause 11, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
25. **Late Bids**
- 25.1 Any bid received by the Purchaser after the deadline for Submission of Bids prescribed by the Purchaser pursuant to ITB Clause 24, will be declared "Late Bid" and rejected and returned unopened to the Bidder.



26. **Modification and Withdrawal of Bid**
- 26.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline for submission of bids prescribed in ITB Clause 24.
- 26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 23 and 26.1, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.
- 26.3 No bid may be modified or withdrawn subsequent to the deadline for submission of bids.
- 26.4 No bid may be withdrawn 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 Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 20.6.a (i).
- 26.5 Bidders may only offer discounts, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with ITB Clause 26, or included in the original Bid submission.

#### E. Bid Opening and Evaluation

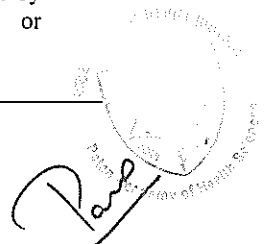
27. **Opening of Bids by Purchaser**
- 27.1 The Purchaser will open all bids in the presence of Bidder's representatives who choose to attend, at Date, Time and at the place specified in the **Bidding Data Sheet**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded and the envelopes containing corresponding Bids shall not be opened but returned to the Bidder unopened. No Bids shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.3 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.
- 27.4 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and alternative offers, and the presence or absence of requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced and recorded at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 25 and 27.2.
- 27.5 The Purchaser will prepare minutes of the Bid opening indicating all remarks containing the name of the bidder, description of bid like modification or substitution or withdrawal, bid prices indicating the alternative bid prices if requested and discount offered if any, presence and absence of bid security, about late bids and other details as the Purchaser may consider appropriate. This minutes of bid



Handwritten signature: *Ravi*  
Official stamp: **Ministry of Health, Government of Karnataka**

opening shall duly signed by the Bidder and/or its representatives.

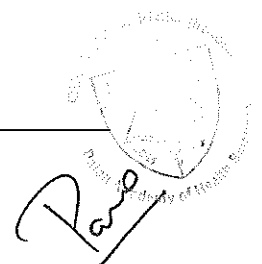
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.
- 29. Examination of Bids and Determination of Responsiveness**
- 29.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid
- (a) meets the eligibility criteria defined in ITB Clause 3 ;
  - (b) has been properly signed;
  - (c) is accompanied by required securities;
  - (d) The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding documents.
- 29.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.
- 29.3 Prior to the detailed evaluation, pursuant to ITB Clause 31, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:
- a. which effects in any substantial way the scope, quality, or performance of the Contract;
  - b. which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
  - c. whose rectification would effect unfairly the competitive position of the other Bidders presenting substantially responsive bids.
- 29.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming deviation or



reservations.29.6 Evaluation of Server System will be done in a lot basis ( Including Storage and Power Backup)

30. **Process to be Confidential**
- 30.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the Award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.
- 30.2 Any effort 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.
- 30.3 Notwithstanding ITB Sub-Clause 30.2, 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.
31. **Evaluation and Comparison of Bids**
- 31.1 The Purchaser will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 29.
- 31.2 The Purchaser's evaluation of a bid will be in the base of Bid Price as specified in the Price Schedule.
- 31.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Bid evaluation.
- 31.4 The Purchaser's evaluation of a bid will take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15, one or more of the following factors in the manner and to the extent as specified in the **Bidding Data Sheet**, and quantified in ITB Clause 31.6:
- a. cost of inland transportation, insurance and other costs within Nepal, incidental to delivery of the goods to their final destination
  - b. Delivery schedule offered in the bid;
  - c. Deviation in payment schedule from that specified in the Special Conditions of Contract.
  - d. the cost of components, special tools, spare parts, and service;
  - e. the availability of spare parts in Nepal and after-sales services for the equipment offered in the Bid;
  - f. the projected operating and maintenance costs during the life of the equipment and/ or ;
  - g. other specific criteria indicated in the **Bidding Data Sheet**and/or in the Technical Specifications.

- 31.5 Comparison of Bids will be between the main Bids only unless otherwise specified in the **Bidding Data Sheet**.
- 31.6 For factors retained in the **Bidding Data Sheet** pursuant to ITB Clause 31.4, one or more of the following quantification methods will be applied, as detailed in the **Bidding Data Sheet**:
- a. **Inland transportation from EXW/port of entry/border point, insurance, and incidentals.**
  - b. Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bidding Data will be computed for each Bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.
  - c. **Delivery schedule:** The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of days/weeks/months specified in the Schedule of Requirement Section VI. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bidding Data Sheet will be added for evaluation to the Bid Price of bids offering delivery later than the Earliest Delivery Period specified in the Schedule of Requirements.
  - d. **Deviation in payment schedule.** Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider in evaluation the alternative payment schedule offered by the selected Bidder and evaluate by adjusting the bid price accordingly if specified in the Bidding Data Sheet (BDS)
  - e. **Specific additional criteria:** The relevant evaluation method shall be detailed in the **Bidding Data Sheet** and/or in the Technical Specification.
32. **Domestic Preference** 32.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the **Bidding Data Sheet**.
33. **Contacting the Purchaser** 33.1 Subject to ITB Clause 28, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 33.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.



**F. Award of Contract**

- 34. Post-qualification**
- 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the Qualification Documents listed in ITB Clause 18.1.
- 34.2 The determination will take into account the Bidder's Experience and Financial, technical capabilities/ resources as stated in **Bidding Data Sheet**. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.1, as well as such other information as the Purchaser deems necessary and appropriate.
- 34.3 To verify its technical and production capability the Bidder shall provide with its Bid documentary evidence that the items offered have been in production and have been in satisfactory operation as specified in **Bidding Data Sheet**.
- 34.4 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 35. Award Criteria**
- 35.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily
- 36. Purchaser's Right to Vary Quantities at Time of Award**
- 36.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the **Bidding Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements section VI without any change in unit prices or other terms and conditions.
- 37. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
- 38. Notification of Award**
- 38.1 Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter or by cable, that its Bid has been accepted and on which basis the Bid has been accepted.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 40, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 20.

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Handwritten signature: *Pard*  
Official stamp: **REPUBLIC OF INDONESIA**  
**Ministry of Health**



- 38.4 The Contract will incorporate all Agreements between the Purchaser and successful Bidder.
- 38.5 If, after notification of award to the successful Bidder, an unsuccessful Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser within thirty (30) days of issue of the award notice. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 39. Signing of Contract**
- 39.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract provided in Bidding documents.
- 39.2 Within fifteen (15) days of receipt of the letter informing the submission of performance guarantee and sign the contract, the successful Bidder shall sign and date the contract and return it to the Purchaser
- 40. Performance Security**
- 40.1 Within Fifteen (15) days of receipt of **Notification of Award** from the Purchaser, the successful Bidder shall furnish the **Performance Security** in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39.2 or ITB clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.
- 41. Corrupt or Fraudulent Practices**
- 41.1 Government of Nepal requires that Purchasers, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the Government of Nepal
- 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 of any thing 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 of facts in order to influence a procurement process or the execution of a contract to the detriment of the GoN, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible for a stated period of time, to be awarded a GON/Donor funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoN/Donor funded contract.

41.2 Furthermore, Bidders shall be aware of the provision stated in ITB Clauses 5.4 and 24.1 of the General Conditions of Contract.

#### 42. Conduct of Bidders

42.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and GoN's Procurement Act and Regulations/ PAHS financial regulation.

42.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts,
- c. engaging 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 Purchaser the benefit of open competitive bid price.
- g. contacting the Purchaser with an intention to influence the Purchaser 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

#### 43. Blacklisting Bidders

43.1 Without prejudice to any other rights of the Purchaser under this Contract , the Public Procurement Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

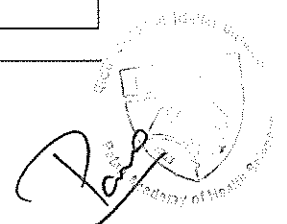
- a) if it is proved that the bidder committed acts contrary to the ITB clause 42.2,
- b) if the bidder fails to sign an agreement pursuant to ITB clause 39,
- c) if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
- f) other acts mentioned in the Bidding Data or SCC

- 43.2 A Bidder declared blacklisted and ineligible by the GON, Publicprocurement Office and or concerned Donor Agency in case of donorfunded project shall be ineligible to bid for a contract during theperiod of time determined by the PPMO and or the concerned donoragency.

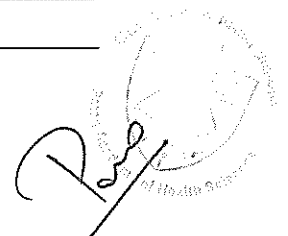
## Section II: Bidding Data Sheet

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Instructions to Bidders.

<b>Introduction</b>	
ITB.1.1	Name of Purchaser : <b>Patan Academy of Health Sciences</b>
ITB 2.1	<b>Donor Agency: -</b> Name of the Project: <b>Patan Academy of Health Sciences</b> Name of Contract : <b>Supply, Delivery and Installation of Hospital Equipment,</b> Contact Number: <b>PAHS/NCB/HE/18/076/077</b>
ITB 3.1	Bidder's Eligibility requirements are : (a) registered with Government of Nepal, (b) registered as per Income Tax Act of Nepal, and (c) registered in VAT office of Nepal (d) Tax Clearance or submission for Clearance up to FY 075/076 (e) Having no Conflict of Interest (f) Have not been convicted in any trade related business (g) Have not been Black-listed
ITB 10.1	Purchaser's Name: <b>Patan Academy of Health Sciences</b> Lagankhel, Lalitpur Tel: 977-01-5545112, Fax: 977-01-5545114
ITB 12.1	Language of the bid : <b>English</b>
<b>Bid Price and Currency</b>	
ITB 15.2 (i)	The price quoted shall be <b>Nepalese Rupees</b> cost of Goods, duties, taxes and other levies including all the cost of inland transportation, insurance, other local costs and all incidental costs
ITB 15.2 (i) and (iii)	The Prices for Inland transportation, insurance, other local costs and incidental services <b>NEED NOT</b> to be quoted separately.



ITB 15.3	The prices shall be fixed.
ITB 16.1	The price shall be quoted in <b>Nepalese Rupees</b> .
<b>Preparation and Submission of Bid</b>	
ITB 18.1 (e)	Documents establishing Bidder's Qualification. i) Copies of Financial Statements (Income Statements, Balance Sheets: (from FY 071/72 to FY 075/76). ii) Copies of evidences of successful completion of the similar supply and delivery contracts in last five years (from FY 071/72 to FY 075/76). iii) Compliance of the offered Goods with the required Technical Specification (Product Specification Brochures and similar Documents). iv) Manufacturer's Authorisation
ITB 17.1 / 19	Documents establishing the eligibility and conformity of the Goods Supplied <b>Brochure and Technical Specifications of offered Goods clearly indicating Make Model and Place of Origin of the Goods.</b>
ITB 20.1	Amount of Bid Security : Not less than 2.5% of Bidding amount, <b>valid upto 120 days from the date of bid submission dead line:</b>
ITB 21.1	Bid Validity Period: <b>90 days</b> from the date of bid submission dead line.
ITB 22.1	Number of copies : <b>1 (One)</b>
ITB 23.2 (a)/ 23.2 (b)	Project Name and Address : <b>Patan Academy of Health Sciences</b>  Lagankhel, Lalitpur Tel: 977-01-5545112, Fax: 977-01-5545114
ITB 24.1	Deadline for bid submission :  Date : 7 Days after first publication  Time : 12:00 Hrs  Place : <b>Patan Academy of Health Sciences</b>  Lagankhel, Lalitpur Tel: 977-01-5545112, Fax: 977-01-5545114
ITB 27.1	Bid Opening.  Date :7 Days from first publication  Time:14:00 Hrs.  Place :



	<p><b>Patan Academy of Health Sciences</b></p> <p>Lagankhel, Lalitpur Tel: 977-01-5545112, Fax: 977-01-5545114</p>
<b>Bid Evaluation</b>	
ITB 31.4	<p>Criteria for bid evaluation shall be on the base of :</p> <p>a) NO NEED TO QUOTE SEPERATELY</p> <p>b) NOT APPLICABLE</p> <p>c) Deviation in Payment Schedule NOT ALLOWED.</p> <p>d) NOT APPLICABLE</p> <p>e) NOT APPLICABLE</p> <p>f) NOT APPLICABLE</p> <p>g) NONE</p>
ITB 31.5	<b>ALTERNATIVE BIDS NOT ALLOWED.</b>
ITB 31.6	<b>NOT APPLICABLE</b>
ITB 32	<b>Domestic Preference not applicable</b>
<b>Award of Contract</b>	
ITB 34.2	Not Applicable
ITB 34.3	<b>NOT APPLICABLE</b>
ITB 36.1	Percentage for quantity increase or decrease: <b>15 (Fifteen) %</b> . If the quantity increase or decrease will be more than 15 (Fifteen) %, the executive committee can take decision for further variation order.

### Section III. Qualification Information

- For Individual Bidders or Individual Members of Joint Ventures.**  
*In case of Joint Venture attach the original of Joint Venture Agreement stating jointly and severely liable.*
- Constitution or legal status or Bidder [attach copy]**  

Firm's Registration  
Firm's PAN/VAT Registration  
Firm's Tax Clearance Evidence (or submission of clearance) upto FY 075-076
- Power of Attorney of Signatory of Bid : [as given in Bid Form]**

The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'Patan Academy of Health Sciences' around its perimeter. The signature is written across the center of the stamp.

4. Total Annual Volume of Income in the last 5 (Five) years (From FY 071/72 to 075/76)  
Please attach the copies of Audited Balance Sheets / Income Statements.

5. Nature and Value of Similar Work performed in last 5 Years (from FY 071/72).

Name of Purchaser	Type of goods supplied	Agreement date	Delivery completion date	Value of contract

*Attach the copies of evidence (eg certification from Employer/ Purchaser) of the above mentioned works (Bidder may use separate sheets)*

## Section IV. Sample Forms

### Bid Security Form

Date:

To *[name and address of Purchaser]*

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods and services]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound *Patan Academy of Health Sciences* (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ *[mm]* 20\_\_\_\_.

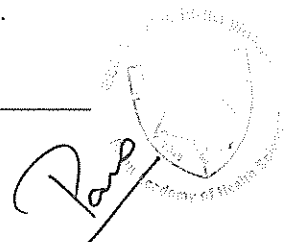
THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
  
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

I does not accept the provision of bidding document.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Thirty (30) days after the period of bid validity or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waved.



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And any demand in respect thereof should reach the Bank not later than the above date.

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*[signature of the bank]*

Seal of the issuing Bank:

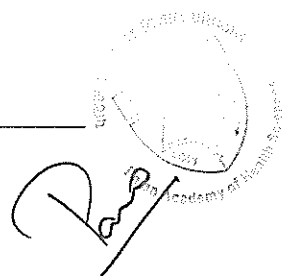
Witness :

Signature:

Name :

Address :

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**Bid Form and Price Schedules**

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

To:

**Patan Academy of Health Sciences****Lagankhel, Lalitpur****Lalitpur Metropolitan City****Gentlemen and/or Ladies:**

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery and Installation of Hospital Equipment, Tender Number: PAHS/NCB/HE/18/076/077** in conformity with the said bidding documents for the sum of NRs ..... [In words NRs.....] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to **5(Five) percent** of the Contract Price (including all) for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 (Ninety) Days from the date fixed for Deadline for Bid submission, and it shall be remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with all the **Eligibility Requirements** as per **ITB Clause 3** of the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ month of 20\_\_\_\_\_.



The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'Patan Academy of Health Sciences' around the perimeter and '2008' in the center. The signature is written in a cursive style.

\_\_\_\_\_  
*[signature and Name*

\_\_\_\_\_  
*[in the capacity of / Post]*

[.....]

[.....]

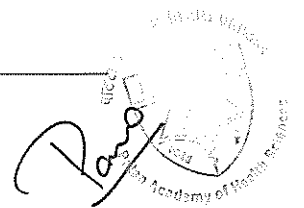
Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ Seal:  
*(Name of the Firm:*



**The Power of Attorney to Sign the Bid Document**

<p>This is to certify and declare that the person stated below is authorised to sign and submit the Bid Document for the Contract <b>Supply, Delivery and Installation of Hospital Equipment, Tender Number PAHS/NCB/HE/18/076/077</b> on behalf of the Firm.</p>		
<p>Power of Attorney given to</p>	<p><u>Name:</u></p> <p>_____</p> <p><u>Post</u></p> <p>_____</p>	<p>_____</p> <p><b>Specimen Signature</b></p>
<p>Power of Attorney to sign the Bid given by</p>	<p><u>Name:</u></p>	<p>_____</p> <p><b>Signature</b></p>
<p>Title / Post of the Person giving the Power of Attorney to Sign the Bid</p>	<p>_____</p>	<p><i>[State as CEO, Managing Director or others as applicable.]</i></p>



## Price Schedule

Price Schedules is attached as Annex-I

Signature of Bidder \_\_\_\_\_

Seal of the Bidder

- note:*
- 1. In case of discrepancy between unit price and total, the unit price shall prevail.*
  - 2. In case of discrepancy between unit price in figure and unit price in words the unit price in words shall prevail.*
  - 3. Bidder must have to accept the correction of arithmetic error pursuant to ITB Clause 16.6(b)The above quantities of the furniture items may fluctuate which will be determined by the purchaser or defined in the letter of agreement.*



## 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]*

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</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 2, above, in accordance with ITB Sub-Clauses 3.1 and 3.2. <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 3.3.



## Section V: Contract Agreement

THIS CONTRACT AGREEMENT is made

the ..... day of .....Month, .....Year

BETWEEN

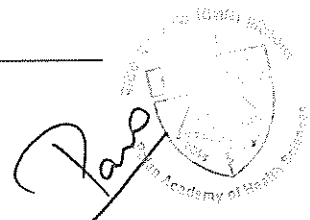
- (1) Patan Academy of Health Sciences and having its principal place of business at Lagankhel, Lalitpur(hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Supply, Delivery and Related Services of cars 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)]*
3. 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.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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



**On behalf of the Purchaser**

**On behalf of the Supplier**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the presence of

In the presence of

Signature

Signature

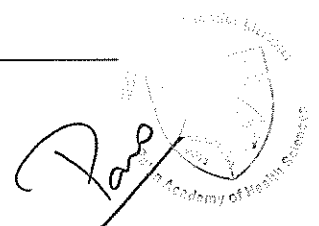
Name:

Name:

Designation:

Designation:

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The image shows a handwritten signature in black ink over a circular stamp. The stamp contains the text "Academy of Health Sciences" around the perimeter and some illegible text in the center. The signature appears to be "Rafael" or similar.



**Section VI. Schedule of Requirements****30. List of Office Equipment 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 No	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	Monitor with intra-arterial monitoring	10	Set	PAHS, Lagankhel, Lalitpur	10	20	
2	Suction pump	15	Set	PAHS, Lagankhel, Lalitpur	10	20	
3	Autoclave 800 Ltr	1	Set	PAHS, Lagankhel, Lalitpur	10	20	
4	X-ray view box	4	Set	PAHS, Lagankhel, Lalitpur	10	20	
5	IV stand	40	Set	PAHS, Lagankhel, Lalitpur	10	20	

6	Blood warmer/Fluid warmer	5	Set	PAHS, Lagankhel, Lalitpur	10	20	
7	Laryngoscope	2	Set	PAHS, Lagankhel, Lalitpur	10	20	
8	Pulse oximeter	10	Set	PAHS, Lagankhel, Lalitpur	10	20	
9	Nebulizer	8	Set	PAHS, Lagankhel, Lalitpur	10	20	
10	Sphygmomanometer (BP apparatus)	4	Set	PAHS, Lagankhel, Lalitpur	10	20	
11	Portable USG	1	Set	PAHS, Lagankhel, Lalitpur	10	20	
12	Infusion Pump	50	Set	PAHS, Lagankhel, Lalitpur	10	20	
13	Syringe pump	20	Set	PAHS, Lagankhel, Lalitpur	10	20	
14	Hemodialysis unit	1	Set	PAHS, Lagankhel, Lalitpur	10	20	
15	ABG machine	1	Set	PAHS, Lagankhel, Lalitpur	10	20	
16	Electric needle destroyer	10	Set	PAHS, Lagankhel, Lalitpur	10	20	

17	Defibrillator	1	Set	PAHS, Lagankhel, Lalitpur	10	20	
18	Portable ventilator	2	Set	PAHS, Lagankhel, Lalitpur	10	20	
19	Fixed ventilator	4	Set	PAHS, Lagankhel, Lalitpur	10	20	
20	High end USG	3	Set	PAHS, Lagankhel, Lalitpur	90	120	
21	High end USG- Obstetrics and Gynaecology	1	Set	PAHS, Lagankhel, Lalitpur	90	120	

## 2. Technical Specification (Hospital Equipment)

*Technical Specification is attached as Annex-II which is integral part of this bidding documents. Bidder should clearly mention the page number of catalogue and data sheet in the Technical Specifications Sheet of this bidding documents. This is mandatory otherwise it is subject to non-responsive.*

### Technical Specifications for Warranty Period

- a. All items may be rejected if it is not met the quality and standard.
- b. Supplier shall replace all items supplied for three year period, in case of malfunction without any additional cost to the Purchaser.
- c. All items should be supplied as and when need basis after issuing the authorized purchased order.

### 3. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a. The purchaser shall appoint an Inspection Committee / or Person to inspect the goods delivered by the Supplier under this contract. The inspection shall be carried out at the place of delivery soonest possible after the arrival of the complete consignment and not later than fifteen days from the date of receipt of notification from the Supplier stating that the goods are ready for inspection.
- b. The Supplier or his representative shall be responsible for commissioning, testing and demonstrating to the Purchaser's Inspection Committee that the goods meet the specification requirements and also the claimed performances of the manufacturer.
- c. All expenses involved in assembling and commissioning the goods including fuels, oils, machines etc. to meet the requirements of the contract, and the cost of any unsuccessful test or tests for this purpose shall be at the expense of the Supplier. Should there be any defect in material or workmanship, the Supplier will correct or cause to be corrected such defects or deviation from the contract requirement at his own expenses within thirty days from the date of such inspection.
- d. The Supplier shall be completely responsible for the goods until accepted by the Purchaser and should there be any items missing (according to the Invoice and / or packing list) or damaged, the Supplier shall restore such items. As soon as the goods have been found to meet the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said goods shall be enforced from the date of this certificate. All manuals and books as specified in the Technical Specifications shall be submitted by the Supplier before issuing the acceptance certificate.

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## Section VII. General Conditions of Contract

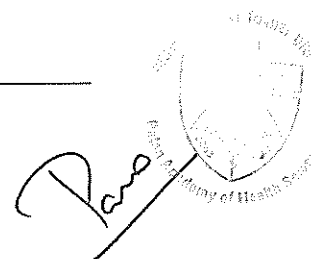
### 1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. "Contract Documents" means the documents listed in the Agreement, including amendments thereto. 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.
- c. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
- d. "The Goods" means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;
- e. "The Services" means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.
- f. "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.
- g. "Completion" means the fulfilment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- h. "Purchaser Country" is the country specified in the Special Conditions of Contract (SCC).
- i. "GCC" means the General Conditions of Contract contained in this section.
- j. "SCC" means the Special Conditions of Contract.
- k. "The Purchaser" means the organisation purchasing the goods under Government of Nepal.
- l. "The Supplier" means the individual or organisation supplying the goods and services under this contract.
- m. "The Delivery Site" where applicable, means the place or places named in SCC
- n. "Day" means calendar day.
- o. "The Governing Language" of the Contract shall be English / Nepali.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are not

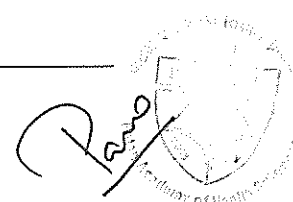


superseded by provisions in other parts of the contract.

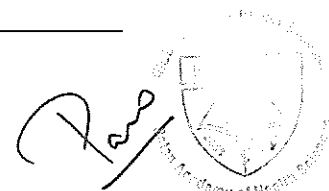
- 3. Country of Origin**
- 3.1 All goods and services supplied under the contract shall have their origin in Nepal or in the countries and territories eligible under the rules of Donor Agency as further elaborated in SCC.
- 3.2 For purposes of this clause "origin" means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin; such standards shall be the latest issued by the concerned institution.
- 4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 5. Use of Contract Documents and Information; Inspection Audit by the Donor Agency**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in sub-clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the GoN/Donor Agency 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/Donor Agency, if so required by the GoN/Donor Agency.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising

from use of the Goods or any part thereof in the Purchaser's country.

- 7. Performance Security**
- 7.1 Within Thirty (30) days after the Supplier's receipt of notification of award of the contract, the successful Bidder shall furnish performance security to the Purchaser in the amount specified in the **Special Conditions of Contract (SCC)** and in the form specified in **Section VIII**.
- 7.2 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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms;
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Nepal or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
- b. a cashier's or certified check recognized as good for payment.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.



9. **Packing**
- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 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, as Specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.
10. **Delivery and Documents**
- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its **Schedule of Requirements**. The details of shipping and/or other documents to be furnished by the supplier are specified in **SCC**.
- 10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), Paris.
- 10.3 Documents to be submitted by the Supplier are specified in **SCC**.
11. **Insurance**
- 11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the **SCC**.
- 11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
12. **Transportation**
- 12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Nepal, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Nepal, defined as the Project Site,





transport to such place of destination in Nepal, 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.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of Nepal, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

### 13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

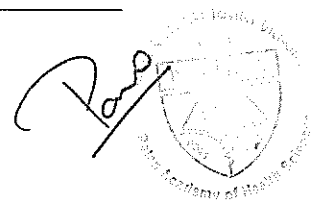
### 14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
  30. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

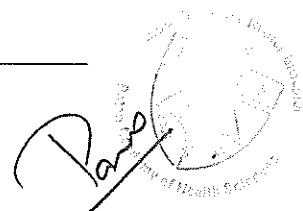
### 15. Warranty

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



Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 The warranty shall remain valid for period as **specified in SCC** after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.
- 15.5 If the Supplier, having been notified, fails to take remedial action within the period specified upon after receipt of notice, the Purchaser may proceed to take such 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.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the **SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencie  
s in which the payment has been requested in the Supplier's Bid.
- 16.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC 16.4.
- 17. Prices**
- 17.1 Prices charged by the Supplier for goods and services delivered and 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 authorised in **SCC** or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the



Contract in any one or more of the following:

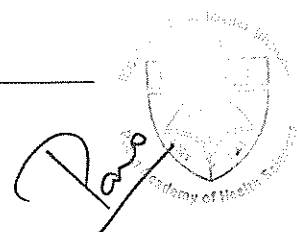
- a. drawing, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 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 may be made in the Contract Price or delivery schedule, or both, and the Contract may be accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

- |   |  |
|---|--|
| <b>19. Contract Amendments</b>                  | 19.1 Subject to GSS Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.  |
| <b>20. Assignment</b>                           | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.   |
| <b>21. Subcontracts</b>                         | <p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>   |
| <b>22. Delays in the Supplier's Performance</b> | <p>22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirement.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.</p> <p>22.3 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.</p> |



- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to some percentage of the contract price of the delayed goods until actual delivery, up to a maximum deduction of some percent of the Contract Price, as specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - if the Supplier fails to perform any other obligation(s) under the Contract.
  - if the supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- ‘for the purpose of this clause:
- “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 24.2 In the event the Purchaser terminate the Contract in whole or in part, pursuant to para. Sub-clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 25. Force Majeure**
- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfilment of Contract shall be postponed during the period when such circumstances are



operative.


- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/ acceptance of any instalment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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 Force Majeure.
- 25.7 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.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written 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.
- 27.2 The Goods those 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:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.

- 28. Resolution of Disputes**
- 28.1 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.
- 28.2 If, after twenty eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in English and/or Nepali language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Nepal unless otherwise specified in Special Conditions of Contract.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

## Section VIII: Special Conditions of Contract

The following Special Condition of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is indicated in parentheses.

<b>Definitions</b> (GCC Clause 1)	<p>1.1 k. The Purchaser is <b>Patan Academy of Health Sciences (PAHS)</b></p> <p>l. The Supplier is .....</p> <p>f. The Delivery site is: <b>Patan Academy of Health Sciences</b> <b>Lagankhel, Lalitpur</b></p> <p><b>Or</b></p> <p>As mentioned in Schedule of requirement</p>
<b>Country of Origin</b> (GCC Clause 3)	3.1 <b>As per Technical Specification</b>
<b>Performance Security</b> (GCC Clause 7)	<p>7.1 The performance security will be as follows: The amount of performance security shall be <b>Five (5) percent</b> of the Contract Price and extra will be added as per procurement regulation.</p> <p>7.4 The validity of Performance Security shall be <b>30 days</b> after the last date of Supplier's Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.</p>
<b>Inspection and Tests</b> (GCC Clause 8)	8.1 Inspection and tests prior to shipment of goods AND / OR at final acceptance are as follows: <b>as stated in Schedule of Requirements</b>
<b>Packing</b> (GCC Clause 9)	9.2 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: <b>NONE</b>
<b>Delivery and Documents</b> (GCC Clause 10)	<p>10.3 For Goods Supplied from abroad: <b>NOT APPLICABLE</b></p> <p>For Goods within Nepal: Upon delivery of the goods to the transporters (<b>when applicable</b>), the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>i. Copies of the Supplier's <b>TAX INVOICE</b> showing</p>



Goods' description, quantity, unit price and total amount;

- ii. Delivery note, transport receipt, railway receipt;
- iii. Manufacturer's or Supplier's Warranty Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- v. Certificate of origin.

The documents as per sub-clause GCC 10.3 shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.

**Insurance  
(GCC Clause 11)**

- 11.1 The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.

**Incidental Services  
(GCC Clause 13)**

- 13.1 Incidental services to be provided are:
- i. Performance and supervision of assembly.
  - ii. Installation and commissioning of equipment

The cost of all the incidental services shall be included in the Rate.

**Spare Parts  
(GCC Clause 14)**

- 14.1 Additional spare parts requirements are:  
**NONE**

**Warranty  
(GCC Clause 15)**

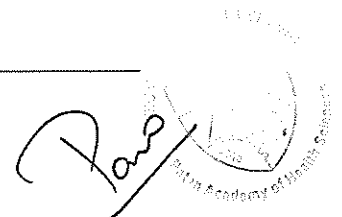
- 15.2 As per Technical Specifications.  
15.4 **48 hours**

**Payment  
(GCC Clause 16)**

- 16.1 a. Payment shall be made in the following manner for the Goods and services from abroad:

**NOT APPLICABLE**

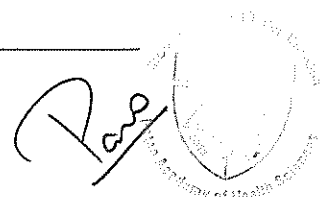
- b. Payment for Goods and Services supplied shall be made in Nepali Rupees, as follows;
  - i. Advance Payment: **Fifteen (15) percent** of the Contract Price shall be paid within twenty eight (28) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
  - ii. On Delivery and Acceptance: The **Ninety five (95) percent(deducting any advance payment if any)** of the Contract Price shall be paid to the Contractor within twenty eight (28) after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
  - iii. After the completion of Warranty Period: **Remaining Five**





(5) percent will release.

<b>Prices</b> (GCC Clause 17)	17.1 Bid Prices may be adjusted only in the case of bid validity extension requested by the Purchaser.  <b>NONE</b>
<b>Liquidated Damages</b> (GCC Clause 23)	23.1 Applicable rate for the Liquidated damages is: <b>0.05% per day of contract Price.</b>  <b>Maximum Deduction : 10% of Contract Price (Excluding Performance bond)</b>
<b>Resolution of Disputes</b> (GCC Clause 28)	28.2. a. in the case of a dispute between the Purchaser and a Supplier which is a national of Nepal, the dispute shall be referred to adjudication/arbitration in accordance with the <b>Arbitration Act, 1981</b> ; and  b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
<b>Governing Language</b> (GCC Clause 29)	29.1 The governing Language shall be <b>English</b> . But the correspondence may be done in Nepali.
<b>Applicable Law</b> (GCC Clause 30.1)	30.1 The Applicable Law shall be <b>Laws of Nepal including PAHS Financial Act and its regulation.</b>
<b>Notices</b> (GCC Clause 31)	31.1 For the notice purposes Purchaser and Supplier's address shall be as follows:  Purchaser's address for notice purposes:  <b>Patan Academy of Health Sciences</b> Lagankhel, Lalitpur  Supplier's address for notice purposes:
<b>Tax and Duties</b> (GCC Clause 32)	32.1 a. A foreign Supplier shall be responsible for all duties and taxes imposed until the delivery of Goods to the Purchaser both outside and inside Nepal  b. A local Supplier shall be responsible for all duties, taxes, licence fees etc. incurred until delivery of the contracted Goods to the Purchaser.



**Section IX: Standard Forms**

**a) Notification of Award**

*[This letter should be in the form of letterhead paper of the Purchaser]*

.....[Date]

To: ..... *[name of the Supplier]*

..... *[address of the Supplier]*

**Subject : Notification of Award**

This is to notify you that your Bid dated ..... for execution of the contract of ..... *[name and identification number of the Bid, as given in figures]* ..... *[amount in words]*, as corrected in accordance with the Instructions to Bidders is hereby accepted.

This Notification of Award will constitute the formation of Contract. However, until and unless you furnish the Performance Security of NRs. .... *[amount of Performance Security in figures, i.e. 5% of the Successful Bidders Bid Price]* and send it to us within fourteen (14) days of the receipt of this Notification of Award the Contract shall not be deemed as active. You are hereby instructed to proceed the fulfilment of performance Security and Signing of Contract within fourteen (14) days of receipt of this letter. Failure to comply with the fulfilment of Performance Security and Signing of Contract within the time will constitute the failure of formation of contract and forfeiture of Bid Security.

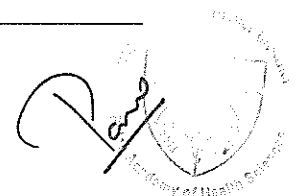
You are hereby instructed to proceed for the necessary action for the execution of the said Procurement in accordance with the Bidding and Contract documents.

Authorised Signature : .....

Name and Title of Signatory : .....

Name of Agency : .....

Address for correspondence : .....



**b). Performance Security Form**

Date:

To: *[name of Purchaser]*

*[address of Purchaser]*

WHEREAS *[name and address of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ *[yy/mm/dd]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

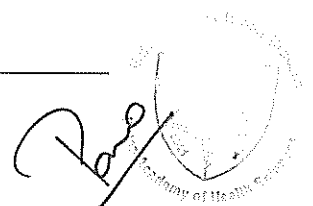
NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures Nepalese Rupees]*, and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of *[amount of guarantee in Nepalese Rupees]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date 28 day from the date of issue of the Certificate of Acceptance.

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A handwritten signature in blue ink is written over a circular official stamp. The stamp contains the text "Ministry of Health Services" around its perimeter. The signature is a stylized cursive script.

Signature and seal of the Guarantors

\_\_\_\_\_

*[name of bank]*

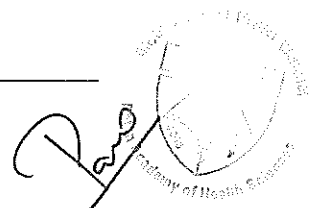
\_\_\_\_\_

*[address]*

\_\_\_\_\_

*[date]*

\_\_\_\_\_



**c). Bank Guarantee Form for Advance Payment**

Date:

To: *[name of Purchaser]*

*[address of Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with *[name of the Purchaser]*, Government of Nepal (hereinafter called "the Purchaser") a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Nepalese Rupees]*.

We, the *[name of the bank]*, 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 his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words in Nepalese Rupees]*.

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed hereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

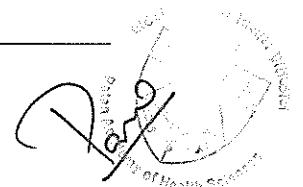
Yours truly,

Signature and seal of the Bank

\_\_\_\_\_  
*[name of Bank]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[yy/mm/dd]*  
*[date]*



**d). 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]*

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 15 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]*

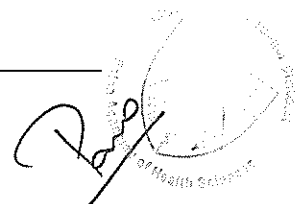
Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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

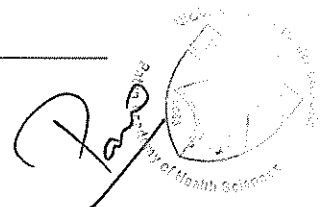
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



Handwritten signature and circular stamp of the Department of Health Services. The stamp contains the text "Department of Health Services" and "Health Services" around the perimeter.

# Annex-I



# Patan Academy of Health Sciences


Lagankhel, Lalitpur

Supply, Delivery and Installation of Hospital Equipment

PAHS/NCB/HE/18/076/077

Bill of Quantity (BoQ)

SN	Particulars	Quantity	Unit	Rate		Amount
				In Figure	In word	
1	Monitor with intra-arterial monitoring	10	Set			
2	Suction pump	15	Set			
3	Autoclave 800 Ltr	1	Set			
4	X-ray view box	4	Set			
5	IV stand	40	Set			
6	Blood warmer/Fluid warmer	5	Set			
7	Laryngoscope	2	Set			
8	Pulse oximeter	10	Set			
9	Nebulizer	8	Set			
10	Sphygmomanometer (BP apparatus)	4	Set			
11	Portable USG	1	Set			
12	Infusion Pump	50	Set			
13	Syringe pump	20	Set			
14	Hemodialysis unit	1	Set			
15	ABG machine	1	Set			
16	Electric needle destroyer	10	Set			
17	Defibrillator	1	Set			
18	Portable ventilator	2	Set			
19	Fixed ventilator	4	Set			
20	High end USG	3	Set			
21	High end USG-Obstetrics and Gynaecology	1	Set			
	<b>Total Taxable Amount</b>					
	VAT@13%					
	<b>Total</b>					

  
 Patan Academy