



Government of Nepal
Ministry of Health & Population
National Public Health laboratory
Teku, Kathmandu, Nepal

BIDDING DOCUMENT

For

**Procurement of Essential Logistics For Covid-19
Virus (N-Corona Virus) Testing Reagent, Kits
and Accessorise**

Issued on:

Bid Document issued to: 2076/12/02

Table of Contents

Contents

<u>Section I. Invitation for Direct Purchase (IDP)</u>	3
<u>Section II. Conditions of Contract</u>	4
<u>Section III. Schedule of Requirements</u>	6
<u>Section IV. Technical Specifications</u>	8
<u>Section V. Sample Forms</u>	9
1. Price Quotation and Price Schedules.....	9
2. Bill of Quantity	10
3. Form of Agreement	15

Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder :

Address of the Supplier:

1. Department of Health Services, Management Division invites Priced Quotations for the supply and delivery of *essential logistics for Covid-19 Virus (N-Corona Virus) Testing Kits, Chemical, Reagent & Accessories* as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
 - a. Quotation and Price Schedules
 - b. Schedule of Requirements
 - c. Technical Specifications
3. Priced Quotations must be submitted to the office of **National Public Health Laboratory** on or before 12: 00 Hour **07-Chaitra-2076**.
4. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
5. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
6. Submitted Priced Quotations must remain valid for a period of **15 days** after the deadline for submission date.
7. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
 - a) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate of FY 2075-76
 - d) Power of Attorney
 - e) Product Catalogue/supporting document
8. The goods supplied under this contract shall conform to the Schedule of Requirements and the standards mentioned in the Technical Specification.
9. If the last date of submission and opening falls on a government holiday then the next working day shall be considered the last day. The price quotation will be opened on **07-Chaitra-2076, 13:00 Hour** at **National Public Health Laboratory, Teku, Kathmandu**
10. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Director
National Public Health Laboratory,
Teku, Pachali, Kathmandu.
Telephone: +977 1 4252421

Section II. Conditions of Contract

- 1. Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- "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;
- "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
- "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
- "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
- "The Purchaser" means the procuring entity purchasing the goods;
- "The Supplier" means the organization supplying the goods and services under this contract.
- 2. Technical Specification**
- 2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
- 3. Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
- 4. Inspection and Tests**
- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.
- 5. Packing**
- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.
- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
- 6. Delivery of Goods**
- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
- 7. Warranty**
- 7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 7.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
- 7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

	7.4	Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
8. Payment	8.1	Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
	8.2	Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser. .
9. Prices	9.1	Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its price quotation.
10. Insurance		The Purchaser will be responsible for taking out any appropriate insurance coverage.
11. Governing Language	11.1	The Governing Language shall be: Nepali or English
12. Applicable Law	12.1	The applicable law shall be Laws of Nepal.
13. Notices	13.1	Purchaser's address for notice purposes: National Public Health Laboratory, Teku, Kathmandu, Phone: 01-4252421
	13.2	Supplier's address for notice purposes:
14. Taxes and Duties	14.1	The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.
15. Operation, Maintenance and Spare-parts Manuals		NA
16. Conduct of Suppliers	16.1	The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
	16.2	The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : <ul style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
17. Blacklisting Supplier	17.1	The GoN, Public Procurement and Monitoring Office(PPMO) may

blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:

- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
- b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

17.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

18. Dispute Resolution 18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

Section III.Schedule of Requirements

S.N.	Description	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.	Qiagen Extraction Kit	250T/box=10 box	National Public Health Laboratory	With in 7 days from the date of contract sign	
2.	Qiagen, strip tubes and caps, 0.1 ml	10 box		”	
3.	Primer/Probe E-gene	2000 Test		”	
4.	Primer/Probe Wuhan CoV RdRp Gene	2000 Test		”	
5.	Primer/Probe N-gene	2000 Test		”	
6.	Agpath-ID one Step RT-PCR Kit	2000 Test		”	
7.	Applied Biosystem PCR strip cap	10 Box		”	
8.	Applied Biosystem PCR strip tube	10 Box		”	
9.	Viral Transport Medica (Sigma VCM)	2000 Pcs.			
10.	Filter Tips with Rack (1ml)	500 Box			
11.	Filter Tips with Rack (200µl)	250 Box			
12.	Filter Tips with Rack (100 µl)	250 Box			
13.	Filter Tips with Rack (10 µl)	500 Box			
14.	Eppendroff tube (1.8ml)	200 Pkt			
15.	Eppendroff Tube (0.5ml)	100 Pkt			
16.	Absolute Ethanol	50 Bottle			
17.	Alcohol	50 Bottle			

18.	Surgical Mask	500 Pkt			
19.	N95 Mask	50 Pkt			
20.	Disposable PPE set	1000 Pcs			
21.	Nitrile Gloves (Small)	250 Pkt			
22.	Nitrile Gloves (Medium)	250 Pkt			
23.	Hand Sanitiser	25 Bottle			
24.	Cryo Box Rack (Freezer rack)	100 Pcs			
25.	Falcon Tube (15 ml)	500 Pcs.			
26.	Falcon Tube (50 ml)	500 Pcs.			

Section IV. Technical Specifications

<p>1. Qiagen RNA Extraction Kit QiAamp viral RNA mini kit (250 test)</p> <p>2. Agpath-ID™ one step RT/PCR kit Nuclease free water, 0.2µm filtered 2X RT- PCR buffer 25X RT-PCR enzyme mix</p> <p>3. Qiagen, strip tubes and caps, 0.1 ml Cat. No. 981103</p> <p>4. Applied biosystem PCR strip cap Microamp optical 8-cap strip compatible with ABI real time PCR system</p> <p>5. Applied biosystem PCR strip tube Microamp fast rxn tube (8 tube/ strip) PCR compatible DNA/ RNase/PCR inhibitors free</p> <p>6. Filter tips with Rack (1 ml) 96 piece sterile RNase, DNase and pyrogen free</p> <p>7. Filter tips with Rack (200µl) 96 piece sterile RNase, DNase and pyrogen free</p> <p>8. Filter tips with Rack (100 µl) 96 piece sterile RNase, DNase and pyrogen free</p> <p>9. Filter tips with Rack (10 µl) 96 piece, sterile RNase, DNase and pyrogen free</p> <p>10. Eppendorff tube (1.8 ml) Plastic ware Micro centrifuge tube RNase, DNase and pyrogen free</p> <p>11. Eppendorff tube (0.5 ml) Plastic ware Micro centrifuge tube RNase, DNase and pyrogen free</p> <p>12. Absolute Ethanol product type: chemical reagent purity grade: certified form: Liquid, UN Number: 1992 Empirical Formula: CH₃ CH₂ OH Pack size (if available): 250ml/bottle</p>	<p>13. Dehydrated alcohol ethanol</p> <p>14. Surgical Mask Disposable type without glass fiber allergen free</p> <p>15. N95 Mask 3M, 8210 silicon and latex free NIOSH certified filtering efficiency: More than 95%</p> <p>16. Disposable PPE set coverall full sleeve gown head cover shoe cover google/ face shield</p> <p>17. Nitrile gloves Latex free nitrile gloves (blue/pink/purple colour) medical examination gloves size: small, medium, large pack size: 100pcs/packet</p> <p>18. Hand sanitizer</p> <p>19. Cryo box freezer rack steel rack</p> <p>20. Falcon tube (15ml) polypropylene sterile</p> <p>21. Falcon tube (50ml) polypropylene sterile</p>
---	--

Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

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

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

We agree to abide by this price Quotation for a Period of **15** days from the last date fixed for submission of the Price Quotation..

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Price Quotation for and on behalf of _____

2. Bill of Quantity

Slice "1"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Qiagen Extraction Kit (250T/box)	box	10				
2	Qiagen, strip tubes and caps, 0.1 ml	box	10				
	Total						
	VAT						
	G Total						

Slice "2"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Primer/Probe E-gene	Test	2000				
2	Primer/Probe Wuhan CoV RdRp Gene	Test	2000				
3	Primer/Probe N-gene	Test	2000				
	Total						
	VAT						
	G Total						

Slice "3"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Agpath-ID one Step RT-PCR Kit	Test	2000				
	Total						
	VAT						
	G Total						

Slice "4"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Applied Biosystem PCR strip cap	Box	10				
2	Applied Biosystem PCR strip tube	Box	10				
	Total						
	VAT						
	G Total						

Slice "5"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Viral Transport Medica (Sigma VCM)	Pcs.	2000				
	Total						
	VAT						
	G Total						

Slice "6"

Item No.	Description	Unit	Quantity	Unit price (Site Delivery)	Total Price 4×5	In Word	Remark
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Filter Tips with Rack (1ml)	Box	500				
2	Filter Tips with Rack (200µl)	Box	250				
3	Filter Tips with Rack (100 µl)	Box	250				
4	Filter Tips with Rack (10 µl)	Box	500				
5	Eppendroff tube (1.8ml)	Pkt	200				
6	Eppendroff Tube (0.5ml)	Pkt	100				
7	Absolute Ethanol	Bottle	50				
8	Alcohol	Bottle	50				
9	Surgical Mask	Pkt	500				
10	N95 Mask	Pkt	50				
11	Disposable PPE set	Pcs	1000				
12	Nitrile Gloves (Small)	Pkt	250				
13	Nitrile Gloves (Medium)	Pkt	250				

14	Hand Sanitiser	Bottle	25				
15	Cryo Box Rack (Freezer rack)	Pcs	100				
16	Falcon Tube (15 ml)	Pcs.	500				
17	Falcon Tube (50 ml)	Pcs.	500				
	Total						
	VAT						
	G Total						

3. Form of Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal: