



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

BIDDING DOCUMENT

For

Procurement of Essential Logistics
for
Equipment, Prefabricated Cold Room & UPS Battery

Issued on:

Bid Document issued to: 2077/2/2

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Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder :

Address of the Supplier:

1. Department of Health Services, Management Divison 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 **05-Jestha-2077**.
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 confirm 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 **05-Jestha-2077, 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 conform 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 :
- 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:
- if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
 - 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 ,
 - 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

Slice-"1"

S.N.	Description	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.	100AH, 12 V Dry Shell Maintenance Free Sealed Battery	29 set	NPHL	With in 7 day from the date of contract signature	
2	18AH, 12V Dry Shell Maintenance Free Sealed Battery	16 set	NPHL		

Slice- "2"

S.N.	Description	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.	Prefabricated Cold Room	1 Set	NPHL	With in 7 day from the date of contract signature	

Slice- "3"

S.N.	Description	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.	Refrigerated Centrifuge 48 Tube Capacity	2 Set	NPHL	With in 7 day from the date of contract signature	

Section IV. Technical Specifications

Slice 1 (Battery)

S.N.	Purchaser's Specifications	Bidder's Compliance Sheet			
		Yes	No	Page No. in Catalogue	Remarks
	Battery				
	Manufacturer				
	Brand				
	Type/Model				
	Country of Origin				
1	Description of Function				
1.1	Battery is a device consisting of one or more electrochemical cells with external connections for powering electrical devices like UPS.				
2	Operational Requirements				
2.1	Battery with complete accessories.				
3	System Configuration				
3.1	Battery with complete accessories.				
4	Technical Specifications				
4.1	Must be 18AH, 12V dry cell or VRLA battery				
4.2	Must be maintenance free sealed battery				
5	Accessories, Spares and Consumables				
5.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).				
6	Operating Environment				
6.1	The system offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.				
7	Standards and Safety Requirements				
7.1	Must submit ISO 9001.				
8	User Training				
8.1	Must provide user training (including how to use and maintain the equipment).				
9	Warranty				
9.1	Comprehensive warranty for 1 year.				
10	Maintenance Service During Warranty Period				
10.1	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.				
11	Installation and Commissioning				
11.1	Supplier must accomplish proper installation & commissioning on site.				
12	Documentation				
12.1	User (Operating) manual in English.				
12.2	Service (Technical / Maintenance) manual in English.				
12.3	List of important spare parts and accessories with their part number and costing.				

Bidder must completely fill the Technical Specification Form (TSF). Only Yes/no/all complies should not be written. Page number in the catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doing so may lead to rejection of bid from technical committee.

S.N.	Slice (2) Technical Specifications (Cold Room)	Bidder's Compliance Sheet			
		Yes	No	Page No. in Catalogue	Remark
	Manufacturer				
	Brand				
	Type / Model				
	Country of Origin				
1	Pre-fabricated(polyurethane puff injected) Cold Room (Walk in Cooler) is required to maintain temperature between 0°C to 4°C.				
	Pre-fabricated Cold Room (Walk in Cooler) Size : External Dimension 3150mm * 2550mm * 2400mm Panel Thickness : 75mm Inside /Out Side :M.S power Coated				
	To be of prefabricated, modular construction complete with floor and ceiling panels.				
2	Hinged Door, swing type having heavy duty lock with internal safety release, plastic curtains on the door way. Door to cold rooms to be lockable with 100% fail-safe provision for opening from inside. external light and light switch must be fixed to the wall of the cold room enclosure near to the entrance door. The lighting must be evenly distributed inside the cold room.				
3	Single Refrigeration system, Air cooled Condensing units, automatic defrosting (electric or hot gas) CFC free refrigerant R404A. Tropicalized units suitable for ambient temperature up to 40°C. With Hermetic compressor. Condensing unit to comprise compressor, forced top or Horizontal air flow condenser, filter/dryer with flare connections, service and isolating stop valves, high and low pressure cut out.				
4	Evaporators to be forced-draught with fan, electric-defrost/Hot gas defrost, ceiling-mounted units with fitted condensate drip tray and drain connection. Evaporator body (Casing) must be Aluminum / power coated.				
5	Automatic Electrical Control Panel: Control Panel should be fully automatic suitable & matching for supplied cold Room.				
6	Installation Charge including all necessary materials.				

Bidder must completely fill the Technical Specification Form (TSF). Only Yes/no/all complies should not be written. Page number in the catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doing so may lead to rejection of bid from technical committee.

Slice 3 (Refrigerated Centrifuge)

S.N.	Purchaser's Specifications	Bidder's Compliance Sheet			
		Yes	No	Page No. in Catalogue	Remarks
	Refrigerated Centrifuge (table top)				
	Manufacturer				
	Brand				
	Type / Model				
	Country of Origin				
1	Description of Function				
1.1	Centrifuges are required in the laboratory to separate various components of Blood for analysis.				
2	Operational Requirements				
2.1	Bench top centrifuge				
3	System Configuration				
3.1	Centrifuge (bench top) with complete accessories.				
4	Technical Specifications				
4.1	Minimum speed: upto 15000 rpm. (approx.)				
4.2	Must be able to spin 48 tubes or more of 1.5/2ml capacity				
4.3	System must have safety features like lid lock.				
4.4	Shall have temperature range from -10 to 40°C.				
4.5	Must have a speed control knob.				
4.6	Angular rotor type.				
5	Accessories, spares and consumables				
5.0	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer (including items not specified above).				
6	Operating Environment				
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.				
6.2	Power supply: 220 - 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metre in length.				
7	Standards and Safety Requirements				
7.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 AND				
7.2	CE (93/42 EEC Directives) approved product certificate.				
8	User Training				
8.1	Must provide user training (including how to use and maintain the equipment).				
9	Warranty				
9.1	Comprehensive warranty for 1 year and extra 1 year free AMC				
10	Maintenance Service During Warranty Period				
10.1	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.				
11	Installation and Commissioning				
11.1	Supplier must accomplish proper installation and commissioning of the equipment on site.				
12	Documentation				
12.1	User (Operating) manual in English				
12.2	Service (Technical / Maintenance) manual in English				

12.3	List of important spare parts and accessories with their part numbers and costing.				
12.4	Certificate of calibration and inspection from factory.				

Bidder must completely fill the Technical Specification Form (TSF). Only Yes/no/all complies should not be written. Page number in the catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doing so may lead to rejection of bid from technical committee.

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	100AH, 12 V Dry Shell Maintenance Free Sealed Battery	set	29				
2	18AH, 12V Dry Shell Maintenance Free Sealed Battery	set	16				
	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	Prefabricated Cold Room	Set	1				
	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	Refrigerated Centrifuge 48 Tube Capacity	Set	2				
	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

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal: