



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

BIDDING DOCUMENT

For

BSL-3 Maintenance work,
&
Procurement of Reagent

Issued on:

Bid Document issued to: 2077/2/23

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Slice "1"

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!=	BSL-3 Maintenance work	1 Set	BSL-3 df sfd u/]sf] cg'ejsf] sfuhft k]z ug'{kg]{ .

Slice "2"

qm=;+=	ljj/Of	kl/dfOf	s}lkmot
!=	RNA extraction reagent for manual extraction kit	25000 test	

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Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder :

Address of the Supplier:

1. **National Public Health Laboratory** Teku, Kathmandu invites Priced Quotations for the supply and delivery of *essential logistics for Covid-19 Virus (N-Corona Virus) BSL-3 maintenance and procurement of reagents* 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 **26-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. Maintenance and reagents 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 **26-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;

"Maintenance" means maintenance of BSL-3 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 maintenance and reagents supplied under this contract shall confirm to the standards mentioned in the Technical Specification.

2.2 **Work experience:** Bidders must provide work experience documents of BSL-3.
- 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 reagents and maintenance work shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
Time of delivery of reagents and maintenance work is also considered during evaluation.
- 7. Warranty**

7.1 The Supplier warrants that all the reagents and maintenance work 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 reagents and maintenance work 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 reagents and maintenance work 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 reagents and maintenance work supplied shall be made in Nepali Rupees after the delivery, maintenance work, and installation and commissioning of reagents and maintenance 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 reagents and maintenance work 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

15.1 According to the specification.

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 carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging 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	Work complete schedule	Suppliers Offer
1.	BSL-3 Maintenance work	1 Set	NPHL	Within 15 day from the date of contract signature	

Slice- "2"

S.N.	Description	Quantity	Place of Delivery	Delivery schedule	Suppliers Offer
1.	RNA extraction reagent for manual extraction kit	25000 Test	NPHL	Within 15 day from the date of contract signature initially 10,000 tests must be provided and remaining 15,000 tests in next 15 days.	

Section IV. Technical Specifications

Slice No.: 1

Technical Specification for maintenance to operationalize BSL-3

S. No.	Description	Quantity	
1	Servicing and maintenance of Central Chiller Air-conditioning Plant Type : Air cooled Chiller System	Set	3
2	Servicing of AHU-Air Handling Units complete with cooling coil, fan section and filter section. All filter need to be cleaned or replaced depending upon the condition. Capacity - 2000 CFM	Set	1
3	Servicing of AHU-Air Handling Units complete with cooling coil, fan section and filter section. All filter need to be cleaned or replaced depending upon the condition. Capacity - 1800 CFM	Set	1
4	Servicing of AHU-Air Handling Units complete with cooling coil, fan section and filter section. All filter need to be cleaned or replaced depending upon the condition. Capacity - 800 CFM	Set	1
5	Servicing of Exhaust Fan Capacity - 2200 CFM	Set	2
6	Servicing of Exhaust Fan Capacity - 800 CFM	Set	2
7	Cleaning of HEPA Housing Size - 610 mm x 610 mm	Nos	4
8	Descaling of Chilled / Hot Water Piping System with Cleaing of Strainers, replacement of existing Insulation and Cladding including adhesive.	Lot	1
9	Replacement of HEPA Filters 99.99% efficiency up to 0.3 micron For Exhaust Unit of Size - 600 mm x 600 mm	Nos	4
10	Replacement of HEPA Filters For Room Supply Air of Size - 600 x 600 mm	Nos	4
11	Supply and replacement of Auto changeover Switch and termination of all the incoming and outgoing cables along with required complete accessories.	Nos	1
12	Change of Electrical Circuit of 1 No Dynamic Pass Box , Fixing of UV Timer and Replacement of UV Lamps of 3 sets of stainless steel pass Box Units.	Lot	1
13	Effluent Decontamination of kill tank and provision for Introducing Chemical disinfectant.	Lot	1
14	Interlocking of Exhaust Blower motor with AHU Motor	Lot	1
15	Supply, Installation, testing and commissioning of Fire Alarm system and providing Hooters at main entry and AHU Area	Nos	1
16	Access Control system for AHU and Control Room Area	Nos	1
17	Integration of existing Voltage Stabilizer of 150 kVA with BSL-3 Lab Power Supply System including cable termination complete with required accessories.	Lot	1
18	Supply, installation, testing and commissioning of Variable Frequency Drive (VFD) to control the speed and flow of Air Handling unit of 5.5 kW rating. VFD must be programmable type and the cost of programming must be inclusive.	Lot	1
19	Repair, maintenance and servicing of main LT Power distribution panel.	Lot	1

20	Change of Flexible ducting to hard ducting for 03 Nos Bio Safety Cabinet to create negative pressure. The final ducting will be connected to Bag In Bag Out Exhaust System.	Lot	1
21	Providing Magnehelic Gauge (0-50pa) for Monitoring of pressure drop across HEPA Filters in HEPA Housing. The pressure gauge is required to ensure the negative pressure in the working rooms.	Set	4
22	Dismantling and Removing damaged acoustic insulation and reinstallation along with cleaning of supply air grills, return air grills, supply air diffusers, return air diffusers and ducts along with air balancing in all supply and return air diffusers.	Lot	1
23	Change in various Pressure gauge as installed and Sensor Tubing.	Lot	1
24	New Chilled Water Piping Connection to the Expansion Tank for Air cooled Chiller as per site condition.	Lot	1
25	Supply & Installation of Portable ABC type Fire Extinguishers for AHU Area	Set	2
26	Supply delivery and installation of Air Purifying System.	Set	4
27	Proper wired fencing of terrace area to protect the exhaust system installed at the Terrace.	Lot	1

Warranty

Comprehensive warranty for 1 year and extra 1 year free AMC

Maintenance Service During Warranty Period

During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.

Installation and Commissioning

Supplier must accomplished proper maintenance, installation & commissioning.

Slice No. 2

1. RNA extraction reagent for manual extraction kit

Item name	RNA extraction reagent for manual extraction
Purpose	RNA extraction from nasopharyngeal /throat swab sample
Description	Spin column based , Suitable for manual extraction of RNA from sputum, oro and nasophyrngeal swab, serum or plasma samples. Sample input: Up to 400microliter Elution volume: more than 30 microliter with RNA ready for Real Time PCR Should not require heating step. Extraction steps should not take more than thirty minutes. Sufficient Number of collection tubes should be provided
Other requirements	The manufacturer should be certified by WHO or USFDA or CE or should have been listed by USFDA/CDC or WHO for emergency use

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"
BSL-3 Maintenance work

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	BSL-3 Maintenance work	Set	1				
	Total						
	13% VAT						
	G Total						

Slice "2"

RNA extraction reagent for manual extraction kit

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	RNA extraction reagent for manual extraction kit	Test	25000				
	Total						
	13% 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: