



PROVINCIAL GOVERNMENT
PROVINCE-5
MINISTRY OF SOCIAL DEVELOPMENT
Province Health Logistic Management Center
Butwal

BIDDING DOCUMENT
FOR

PROCUREMENT OF
N95/FFP2/ KN95 MASK

Contract No: P5/PHLMC/Covid-19 (N95 Mask)/076-077

Issued on : 25 Baishakh, 2077 (7th May, 2020)
Bid Document issued to: All eligible bidders




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COVID-19 को (N95 Mask) खरिदको प्रस्ताव आह्वान सम्बन्धी अत्यन्त जरुरी सूचना सूचना प्रकाशित मिति : २०७७/०९/२५

Contract No: P5/PHLMC/Covid-19 (N95 Mask)/076-077

Covid-19 को रोकथाम तथा व्यवस्थापनको लागि सार्वजनिक खरिद ऐन, २०६३ को दफा ६६ र सार्वजनिक खरिद नियमावली २०६४ को नियम १४५ को विशेष परिस्थितिमा खरिद गर्नुपर्ने भएको हुँदा इच्छुक फर्म, कम्पनी आपूर्तिकर्ताहरुले सामाजिक विकास मन्त्रालयको वेवसाइट <http://mosd.p5.gov.np/> बाट Bid Document डाउनलोड गरी सक्षम आपूर्तिकर्ताले रु. १०००।०० राजस्व भौचर जम्मा र रु. ४६०००।०० को Bid Security सहित आफ्नो स्वच्छ र उचित मूल्यको प्रस्ताव सहित मिति २०७७/०९/३१ गते दिनको १०:१५ देखी दिउसो १२:०० बजे यस केन्द्रको email: prov5.lmc@gmail.com मा ईमेल मार्फत Bid Document पेश गर्नुपर्नेछ । निर्धारित समय भन्दा बाहेक पेश भएका इमेललाई समावेश गरिने छैन । निर्धारित समयमा ईमेलबाट प्राप्त भएका प्रस्तावहरु मिति २०७७/०९/३१ दिउंसो १:०० प्रदेश स्वास्थ्य आपूर्ति व्यवस्थापन केन्द्र, रुपन्देहीमा खोलीने छ ।

नोट: यस सम्बन्धि थप जानकारी लागि टेलिफोन नं. ०७९-५३०३०४ वा ईमेल prov5.lmc@gmail.com मा सम्पर्क गर्नुहुन ।




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Section I. Invitation for Special Contingency Procurement (SCP)

Name of Supplier/Bidder:


Address of the Supplier:

Province Health Logistic Management Center, Province-5, Butwal, Rupandehi, Procurement Section invites Bid for the supply and delivery of Medical Equipments for COVID-19 as detailed in attached.

- The Price Quotation submitted by the Bidder shall comprise the following:
 - Quotation and Price Schedules
 - Schedule of Requirements
 - Technical Specifications
- Bid Document available on <http://mosd.p5.gov.np/> and must be submitted to the office of Province Health Logistic Management Center, Province-5, Butwal on email: prov5.lmc@gmail.com between 10:15AM to 12:00 noon at 31 Baishakh, 2077 (13 May, 2020) otherwise bidders will be rejected. Hard document will not be accepted.
- 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.
- 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.
- Bids Validity period must be valid 45 days after bid opening date and must be accompanied by a bid security amounting to a minimum of Rs. 46000, If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No Dharauti Account No: 312050200000 (Rastriya Banijya Bank, Butwal) at Province Health Logistic Management Center, Province-5, Butwal, Rupandehi, and submit the receipt of the deposited amount of cash along with the document.*
- Interested bidders deposit the cost of bidding document in the following bank.

Name of Bank :	Rastriya Banijya Bank, Butwal
Name of the Office :	Province Health Logistic Management Center, Province-5, Butwal, Rupandehi
Office Code No :	3500448015
Office Account No :	1000200010000
Revenue Head No :	14229
Amount Rs	1000
- 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:
 - Up to date Firm/Company Registration Certificate
 - VAT and PAN Registration Certificates
 - Tax Clearance Certificate or Submission of Tax Returns up to FY 075/076
 - Power of Attorney
 - Product Catalogue/Supporting documents
 - Self Declaration
- The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
- 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 bid document will be opened on **31 Baishakh, 2077 (13 May, 2020) 1:00PM** at Province Health Logistic Management Center.
- The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason whatsoever.




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11. Payments shall be made in Nepalese Rupees in the following manner:

On Delivery and acceptance: One Hundred (100) percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (10) days of receipt of the Goods and related services and upon submission of a claim supported by the documents

12. The Supplier shall provide a Performance Security as follows:

- I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
- II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.

The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of **3 Months** from the date of Contract Agreement.

The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.

13. The applicable rate of liquidated damages shall be: 0.05 percent of the Contract Price per day

The maximum amount of liquidated damages shall be: **ten (10) percent of the Contract Price.**

14. The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.

15. The maximum percentage by which quantities may be increased is: 15% and The maximum percentage by which quantities may be decreased is: 15%

Yours sincerely,

Procurement Section

Province Health Logistic Management Center, Province-5, Butwal

Tel-071-530304, email:prov5.lmc@gmail.com




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Section II. Conditions of Contract

<p>1. Definitions</p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <p>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;</p> <p>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</p> <p>c. "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;</p> <p>d. "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.</p> <p>e. "The Purchaser" means the procuring entity purchasing the goods;</p> <p>f. "The Supplier" means the organization supplying the goods and services under this contract.</p>
<p>2. Technical Specification</p>	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
<p>3. Patent Right</p>	<p>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.</p>
<p>4. Inspection and Tests</p>	<p>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.</p>
<p>5. Packing</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>6. Delivery of Goods</p>	<p>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.</p>
<p>7. Warranty</p>	<p>7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>7.2 The warranty shall remain valid for one year after the goods have</p>



[Handwritten signature]
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	<p>been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.</p> <p>7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
8. Payment	<p>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.</p> <p>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. .</p>
9. Prices	<p>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.</p>
10. Insurance	<p>The Purchaser will be responsible for taking out any appropriate insurance coverage.</p>
11. Governing Language	<p>11.1 The Governing Language shall be: Nepali or English</p>
12. Applicable Law	<p>12.1 The applicable law shall be Laws of Nepal.</p>
13. Notices	<p>13.1 Purchaser's address for notice purposes:.....</p> <p>13.2 Supplier's address for notice purposes:</p>
14. Taxes and Duties	<p>14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.</p>
15. Operation, Maintenance and Spare-parts Manuals	<p>15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).</p>
16. Conduct of Suppliers	<p>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.</p> <p>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 :</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing

	<p>artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..</p> <p>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</p>
17.Blacklisting Supplier	<p>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:</p> <p>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,</p> <p>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 ,</p> <p>c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</p> <p>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.</p>
18. Dispute Resolution	<p>18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.</p>

Section III. Schedule of Requirements

S.N	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from ____ ¹
1	N95//FFP2/ KN95 Mask	5100 pcs	Province Health Logistic Management Center, Province-5, Butwal	10 days after signing contract

Section IV. Technical Specifications

S.N	PURCHASER SPECIFICATION	Bidder Compliance sheet		
		Yes	No	Remarks
	MASK- N-95/ KN-95/FFP2			
	MANUFACTURER			
	BRAND			
	TYPE/MODEL			
	COUNTRY OF ORIGIN			
	REQUIREMENT SPECIFICATION -N-95 particulate filter respirator - Filter efficiency more than 95% -Total inward leakage less than 8 % -Molded cup shape design with special stiffened inner shell. -Aluminium nose clip and foam around the nose section -CE OR USFDA certification			

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. Price Schedule of KN95 Mask

Name of Supplier _____ . _____ . Page . of _____

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	N95//FFP2/ KN95 Mask	Pcs	5100			
Total Amount						
Add 13% Value Added Tax						
Total Including VAT						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

Name _____


In the capacity of _____

Signed _____

Duly authorized to sign the Sealed Quotation for and on behalf of _____

Date: _____




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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:




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