SEALED QUOTATION DOCUMENT

Procurement of Goods Sealed Quotation

Essential medicine and medicinal items.

Issued by: Letang Municipality, Morang Letang, Morang Morang

Sealed Quotation Number

LM/MOR/SQ/MED/01/079-80

Issued On

17-11-2022

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Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	., Bid Data Sheet
BOQ	
COF	
DP	
	Department of Local Infrastructure Development and Agricultural Roads
EU	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL	Profit & Loss
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirements

Section - I Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: Letang Municipality, Morang

Address of the Office: Letang, Morang Morang

Invitation for Sealed Quotation for the procurement of Essential medicine and medicinal items.

Sealed Quotation No: LM/MOR/SQ/MED/01/079-80

Date of Publication : 17-11-2022

- 1. The Letang Municipality, Morang invites sealed quotations from registered Suppliers for the Essential medicine and medicinal items..
- Eligible eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Letang, Morang Morang, 021560666, , ito.letangmun@gmail.com. OR

[may visit PPMO website www.bolpatra.gov.np.]

- 3. If hard copy is allowed then a complete then a complete set of Bidding Documents may be purchased from the office Letang Municipality, Morang Letang, Morang Morang and the officeLetang Municipality, Morang Letang, Morang Morang by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.3000.0 till 02-12-2022 12:00 during office hours.
- 4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account

i. Name of the Bank :Rastriya Banijya Bank Ltd. ii. Name of Office :Letang Municipality, Morang

iii. Office Code no :00 iv. Office Account No :2450100301010002

v. Rajaswa (revenue) Shirshak No :00

- 5. Sealed bids must be submitted to the office Letang Municipality, Morang Letang, Morang Morang by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 02-12-2022 12:00. Bids received after this deadline will be rejected.
- The bids will be opened in the presence of Bidders' representatives who choose to attend at 02-12-2022 13:00 at the office of Letang Municipality, Morang

Letang, Morang Morang Province One Nepal. Bids must be valid fo

Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 95000, which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[2450100303000002] at [Rastriya Banijya Bank Ltd., LETANG, MORANG] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.

- 7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission
- 8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

Section - II

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II Instructions to Bidder

- 1. Scope of Works 1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
- 2. Eligible Bidder

2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance Certificate
4	certifited and renewed certificate from Department of drug administration for this purpose and Other documents as needed and as per rule.

2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.

- 3. One Quotation per
Bidder3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall
cause all the quotations with the Bidder's participation to be disqualified.
- 4. Cost of Bidding 4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
- 5. Site Visit 5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
- 6. Content of Quotation Form
 6.1 The Quotation Form comprise the documents listed below:
 1. Section I: Invitation for Sealed Quotation (SQ)
 2. Section II: Instructions to Bidders
 3. Section III: Bid Data Sheet
 4. Section IV Quotation Forms and Price Schedule
 5. Section V: Schedule of Requirements
 6. Section VI: General Conditions of Contract (GCC)
 - 7. Section VII: Special Conditions of Contract
 - 8. Section VIII: Contract Form
- 7. Clarification7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the
Purchaser on or before 5 days prior to the deadline for submission of Quotation.
- 8. Language of Quotation 8.1 All documents relating to the Quotation shall be in English or in Nepali.

9. Documents Comprising Quotation
9.1 The Quotation by the Bidder shall comprise the following:

a. Quotation Form and Price Schedules
b. Bid Security
c. Schedule of Requirements

10. Quotation Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.

10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.10.3 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.

11. Quotation Validity 11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

12.	Quotation/Bid Security	 12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:
		 (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid 12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause 19.1
13.	Format and Signing of Quotations	(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
14.	Sealing and Marking of Quotations	14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows:Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15.	Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16.	Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17.	Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18.	Bid Opening	18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19.	Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations 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. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20.	Examination of Quotations	 20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

21.	Evaluation and Comparison of Quotations	 21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) only for unit price Contracts, 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 that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited. 21.3 If the Bidder that submitted the lowest evaluated b
22.	Award of Contract	 22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23.	Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24.	Notification of Award and Signing of Agreement	 24.1The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successful Bidder.
25.	Performance Security	 25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below 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.

26.	Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question. 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27.	Conduct of Bidders	 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 27.2 The Bidder 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 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 27.3 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
28.	Blacklisting Bidder	 28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office 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 pursuant to the Sub-Clause 27.2, b) if it is proved later that the bidder/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 bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder 's qualification information, e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser., 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
29.	Publication of contract award notice	 29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website. a. Name of the procurement, b. IFB number, c. date and name of newspaper published the IFB notice, d. name of the successful Bidder, and the contract price. 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30.	Provision of PPA and PPR	30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

	Section III Bid Data Sheet
ITB 1	The scope of Supply is : The number of the Invitation for Sealed Quotation (SQ) is :LM/MOR/SQ/MED/01/079-80The Purchaser is: Letang Municipality, Morang The Name of the Project is :Essential medicine and medicinal items.
ITB 10	The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.95000, which shall be valid for 30 days beyond the validity period of the bid.
ITB 10(a)	Cash Deposit Account for Bid Security: Bank Name:Rastriya Banijya Bank Ltd. Bank Address:LETANG, MORANG Account holder's Name:LETANG MUNICIPALITY DHAURAUTI KHATA Account Number:2450100303000002
ITB 14.1	Bidders shall have the option of submitting their bids electronically. Bidders shall follow the electronic bid submission procedures specified below: i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IPQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the hid. v. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Scaled Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration. vii. In case of IV) should update their profile data and documents required during preparation and submission of their bids. vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registration (Mandatory) 2. Quotation Security (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory) 5. Tax clearaces certificate or evidence of tax return submission for the F/Y (Mandatory) 6. Power of Attorney of Bid signatory (Mandatory) 7. Completed Price Schedule (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Joint venture agreement (Andatory in case of JV Bid) 10. Additional documents specified in Bidding Document (any other required documents, which is not against the provision of Procurement Act
ITB 15	The deadline for Sealed Quotation submission is:02-12-2022 12:00 Address:Letang, Morang Morang

ITB 18	The Sealed Quotation opening shall take place at :
	Address :Letang Municipality, Morang
	Letang, Morang
	Morang
	Province One
	Nepal
	Date and Time:02-12-2022 13:00
	a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.
	b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend

Section - IV Sample Forms

1. Quotation and Price Schedules

Date:

To: [name and address of the Purchaser]

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said SQ documents for the sum of [total SQ 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 SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of 45 days from the date fixed for SQ opening it shall 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 SQ, 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 SQ you may receive.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name
2	Bidder's Address:
3	Bidder's Country of Registration:
4	Bidder's Year of Registration:
5.	Bidder's Legal Address in Country of Registration
6.	Bidder's Authorized Representative Information:Name:
	Address:
	Telephone/Fax numbers:
	Email Address:
7	Bidder's Telephone/Fax numbers:
8	Bidder's Email Address:
	Attached are copies of the following original documents.
	1. Firm Registration Certificate
	2. Authorization to represent the firm

3. Price Schedule for Goods

Item	Description	Country of Origin	Quantity		t Price ¹ EXW (in NRs) In Words	Total Price (in NRs) (cols. 4x5)
1	2	3	4	-8	5	4x5=6
					Total	
					VAT	
					Grand Total	

Name of Bidder ______ Contract Identification Number _____

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

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name			
In the capacity of _			
Signed			

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

Date: _____

¹ The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

4. Bid Security

Bank's Name, and Address of Issuing Branch or Office

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer.....

Date:....

Bid Security No.:

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.......days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not letter than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

Note:

.....

The bid security of has been counter guaranteed by the Bankon

..... (Applicable for Bid Security of Foreign Banks).

Schedule of Requirement

1. List of Goods and Related Services

1.1 Mee	lical devices				
1.1.1 Miscellaneous medical devices					
	Procument Item I	Details			
SL. No	Item Description	Unit of Measurement	Quantity		
1	Acetyl Salicylic Acid (Aspirin) 75 mg	Tablet	1200.0		
2	Adrenaline (epinephrine) 1mg/ ml	Ampoule	20.0		
3	Aluminum hydroxide 250mg + Magnesium Hydroxide 250mg	Tablet	23000.0		
4	Amlodipine 5mg	Tablet	105000.0		
5	Amoxicillin 125mg/5ml, 60 ml	Powder for Suspension	300.0		
6	Amoxicillin 250mg/DT	Tablet	20000.0		
7	Amoxicillin 500mg	Capsule/ Tabl	45000.0		
8	Atropine as sulphate 0.6mg/ml,1 ml Inj.	Ampoule	10.0		
9	Atrovastatin (as calcium tri hydrate)10mg	Tablet	5000.0		
10	Azithromycin 250mg	Tablet	8000.0		
11	Azithromycin 500mg	Tablet	10000.0		
12	Benzoic acid6%+ Salicylic acid 3 %, w/w, 30g Oint.	Tube	1000.0		
13	Calamine 15% w/v, 30ml Lotion	Bottle	1000.0		
14	Calcium 500 mg	Tablet	40000.0		
15	Cefixime 200 mg	Tablet	1500.0		
16	Ceftriaxone, 1 gm +DW for Injection	Vial	100.0		
17	Cetrizine HCL, 5mg/5 ml, 30 ml Susp.	Vial	500.0		
18	Cetrizine HCL 10mg	Tablet	22000.0		
19	Chlorhexidine (CHX) 0.2 %, 50 ml Oral gargle	Bottle	100.0		
20	Chloropheneramine maleate 4mg	Tablet	60000.0		
21	Ciprofloxacin 200 mg/100 ml, Injection	Bottle	50.0		
22	Ciprofloxacin 0.3 %, 5gm Eye oint.	Tube	400.0		
23	Ciprofloxacin 0.3% w/v, 5 ml Eye /ear Drop	bottle	1500.0		
24	Ciprofloxacin 250mg	Tablet	8000.0		
25	Ciprofloxacin 500mg	Tablet	12000.0		
26	Clotrimazole 1% w/v, 15 ml Mouth Paint	Bottle	100.0		
27	Clotrimazole 100mg	Vaginal tablet	300.0		
28	Clotrimazole 1% w/w, 25 gm , Skin cream	Tube	1200.0		
29	Clove oil 5ml, Liquid	Bottle	500.0		
30	Cloxacillin 125 mg/5ml, 100 ml Powder for Oral Susp.	Bottle	200.0		
31	Cloxacillin 250 mg	Capsule	2000.0		

	Procument Item De	etails	
SL. No	Item Description	Unit of Measurement	Quantity
32	Cloxacillin 500 mg	Capsule	6000.0
33	Cotrimoxazole (Sulphamethaxazole 200 mg+ Trimethoprime 40 mg) / 5 ml, 60 ml Syrup	Bottle	200.0
34	Cotrimoxazole (Sulphamethaxazole 400 mg +Trimethoprime 80 mg)	Tablet	8000.0
35	Cotrimoxazole (Sulphamethaxazole 800 mg +and Trimethoprime 160 mg)	Tablet	8000.0
36	Dextrose Solution 5% w/v, 500 ml, Infusion	Bottle	50.0
37	Diazepam 5mg/ml, 2ml, Injection	Ampoule	10.0
38	Diclofenic Sodium, 25mg/ml,3 ml injection	Ampoule	100.0
39	Diclofenic Sodium, 50 mg	Tablet	3000.0
40	Doxycycline, 100mg	Capsule	10000.0
41	Ferrous Sulphate+Folic Acid, 60mg Elemental Iron + 400 mcg folic Acid	Tablet	55000.0
42	Fluconazole 150mg	Capsule	2000.0
43	Folic acid 5mg	Tablet	15000.0
44	Frusemide 40mg	Tablet	500.0
45	Frusemide 10 mg/ml, 2 ml, Injection	Ampoule	20.0
46	Gentamycin sulphate, 40mg/ml, 2ml Injection	Ampoule	40.0
47	Gentian Violet 1% w/v, 10 ml, aqueous sol.	Bottle	300.0
48	Hyoscine butyal bromide 20mg/ml, 1 ml Injection	Ampoule	40.0
49	Hyoscine butyal bromide 20mg	Tablet	1000.0
50	Hyoscine butyal bromide 10mg	Tablet	15000.0
51	Ibuprofen 100mg/5ml, 60 ml Syrup	Bottle	100.0
52	Ibuprofen 200mg	Tablet	4000.0
53	Ibuprofen 400mg	Tablet	12000.0
54	Lingnocain hydrochloride 2% w/v, 30 ml	Vial	120.0
55	Metformin 850 mg	Tablet	5000.0
56	Metformin 500 mg	Tablet	80000.0
57	Metocloroproamide 5 mg/ 5 ml, 60 ml, oral lizuid	Bottle	100.0
58	Metocloroproamide 10 mg	Tablet	1000.0
59	Metronidazole 500 mg/100 ml, infusion	Bottle	60.0
60	Metronidazole 200mg/5ml, 60 ml, Suspension	Bottle	800.0
61	Metronidazole 400mg	Tablet	20000.0
62	Neomycin Skin 2 % w/w 10 gm ointment	Tube	50.0
63	Nifedepine 10 mg	Tablet	200.0
64	Nitrofurantion 100 mg	Tablet	2000.0
65	Normal Saline (NS) 0.9% Infusion 500 ml Infusion	Bottle	100.0
66	Oral Rehydration Salt (ORS) WHO Formula, Powder	Sachet/Ltr	25000.0
67	Oxymetazoline 0.025%, 5 ml, Nasal drop	Bottle	100.0

	Procument	Item Details	
SL. No	Item Description	Unit of Measurement	Quantity
68	Oxymetazoline 0.05%, 5 ml, Nasal drop	Nasal drop	200.0
69	Oxytocin 10 IU/ml, 1ml Injection	Bottle	100.0
70	Paracetamol 150 mg/ml, 2ml Injection	Ampoule	10.0
71	Paracetamol125mg/5ml, 50 ml, Suspension	Bottle	2000.0
72	Paracetamol 500mg	Tablet	70000.0
73	Permethrin 1 % w/v, 100 ml bottle	Lotion	1000.0
74	Pheneramine 22.75/ml, 2ml Injection	Ampoule	100.0
75	Povidine Iodine 5% w/v, 500ml Solution	Bottle	100.0
76	Prednisolone 5 mg	Tablet	500.0
77	Prednisolone 10 mg	Tablet	1000.0
78	Promethazine Hydrochloride 25mg	Tablet	1000.0
79	Ranitidine 25mg/ml, 2ml Injection	Ampoule	50.0
80	Ranitidine 150mg	Tablet	65000.0
81	Ringer's Lactate (RL) 500 ml Infusion	Bottle	100.0
82	Salbutamol 2mg/ 5 ml, 60 ml, oral lizuid	Bottle	100.0
83	Salbutamol 1mg/ml, 15 ml, Nebulizer solution	Bottle/ Dropper	200.0
84	Salbutamol 4 mg	Tablet	50000.0
85	Silver Sulphadizine 0.2 % w/w, 25g Oint.	Tube	500.0
86	Thiamin 100 mg	Tablet	500.0
87	Tinidazole 500 mg	Tablet	2000.0
88	Vitamin B Complex Standurd Theurapetic Dose	Capsule	55000.0
89	Zinc Sulphate 10 mg	Dispersible Tablet	2000.0
90	Zinc Sulphate 20 mg	Dispersible Tablet	12500.0
91	Absorbent cotton Net 400g	Roll	100.0
92	Adheshive Tape 4"	Roll	50.0
93	Bandage 18m*90cm	Than	100.0
94	Cat gut 1-0 with Cutting Needle	Packet	40.0
95	Cat gut 2-0 with Cutting Needle	Packet	50.0
96	Disposal syringe 2 ml	Pieces	400.0
97	Disposal syringe 3 ml	Pieces	1500.0
98	Disposal syringe 5 ml	Pieces	1000.0
99	Disposal syringe 10 ml	Pieces	100.0
100	Gauze 18m*90cm	Than	100.0
101	IV Cannula size 18	Pieces	50.0
102	IV Cannula size 20	Pieces	50.0
103	IV Cannula size 24	Pieces	20.0
104	IV SET different adult	Pieces	120.0
105	Loose gloves(disposal) 6.5 ", 100 pcs packet	Box	100.0

	Procument Item Details					
SL. No	Item Description	Unit of Measurement	Quantity			
106	Phenol 500 ml	Bottle	50.0			
107	Rectified spirit 500ml	Bottle	50.0			
108	Silk silk 2.0	Pkt	10.0			
109	Surgical Blade Size 10	Pieces	250.0			
110	Surgical Blade Size 11	Pieces	250.0			
111	Surgical Gloves 6.5 "	Pair	1000.0			
112	Suture Set (Straight Aretery Forcep, Curve artery Forcep, Sponge holding Forcep, Tooth Forcep, Needle holder, 100 ml Bowl, and Eye towel) Standard Size	Set	5.0			
113	I and D Set (Aretery Forcep, Scapel, 100 ml Bowl, Sponge holding Forcep and Eye towel)Standard Size	Set	5.0			
114	Suture Needle Cutting Body size 7	Pieces	50.0			
115	Suture Needle Cutting Body size 11	Pieces	50.0			
116	Suture Needle Cutting Body size 13	Pieces	40.0			

2. Delivery and Completion Schedule

1 M	1 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and					
1.1	1.1 Medical devices					
1.1.1	Miscellaneous medical devices			-		
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery	
1	Acetyl Salicylic Acid (Aspirin) 75 mg	letang municipality office	2022 dec 30	2023 Jan 30		
2	Adrenaline (epinephrine) 1mg/ ml	letang municipality office	2022 dec 30	2023 Jan 30		
3	Aluminum hydroxide 250mg + Magnesium Hydroxide 250mg	letang municipality office	2022 dec 30	2023 Jan 30		
4	Amlodipine 5mg	letang municipality office	2022 dec 30	2023 Jan 30		
5	Amoxicillin 125mg/5ml, 60 ml	letang municipality office	2022 dec 30	2023 Jan 30		
6	Amoxicillin 250mg/DT	letang municipality office	2022 dec 30	2023 Jan 30		
7	Amoxicillin 500mg	letang municipality office	2022 dec 30	2023 Jan 30		
8	Atropine as sulphate 0.6mg/ml,1 ml Inj.	letang municipality office	2022 dec 30	2023 Jan 30		
9	Atrovastatin (as calcium tri hydrate) 10mg	letang municipality office	2022 dec 30	2023 Jan 30		
10	Azithromycin 250mg	letang municipality office	2022 dec 30	2023 Jan 30		
11	Azithromycin 500mg	letang municipality office	2022 dec 30	2023 Jan 30		
12	Benzoic acid6% + Salicylic acid 3 %, w/w, 30g Oint.	letang municipality office	2022 dec 30	2023 Jan 30		
13	Calamine 15% w/v, 30ml Lotion	letang municipality office	2022 dec 30	2023 Jan 30		
14	Calcium 500 mg	letang municipality office	2022 dec 30	2023 Jan 30		

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
15	Cefixime 200 mg	letang municipality office	2022 dec 30	2023 Jan 30	
16	Ceftriaxone, 1 gm +DW for Injection	letang municipality office	2022 dec 30	2023 Jan 30	
17	Cetrizine HCL, 5mg/5 ml, 30 ml Susp.	letang municipality office	2022 dec 30	2023 Jan 30	
18	Cetrizine HCL 10mg	letang municipality office	2022 dec 30	2023 Jan 30	
19	Chlorhexidine (CHX) 0.2 %, 50 ml Oral gargle	letang municipality office	2022 dec 30	2023 Jan 30	
20	Chloropheneramine maleate 4mg	letang municipality office	2022 dec 30	2023 Jan 30	
21	Ciprofloxacin 200 mg/100 ml, Injection	letang municipality office	2022 dec 30	2023 Jan 30	
22	Ciprofloxacin 0.3 %, 5gm Eye oint.	letang municipality office	2022 dec 30	2023 Jan 30	
23	Ciprofloxacin 0.3%w/v, 5 ml Eye /ear Drop	letang municipality office	2022 dec 30	2023 Jan 30	
24	Ciprofloxacin 250mg	letang municipality office	2022 dec 30	2023 Jan 30	
25	Ciprofloxacin 500mg	letang municipality office	2022 dec 30	2023 Jan 30	
26	Clotrimazole 1% w/v, 15 ml Mouth Paint	letang municipality office	2022 dec 30	2023 Jan 30	
27	Clotrimazole 100mg	letang municipality office	2022 dec 30	2023 Jan 30	
28	Clotrimazole 1% w/w, 25 gm , Skin cream	letang municipality office	2022 dec 30	2023 Jan 30	
29	Clove oil 5ml, Liquid	letang municipality office	2022 dec 30	2023 Jan 30	
30	Cloxacillin 125 mg/5ml, 100 ml Powder for Oral Susp.	letang municipality office	2022 dec 30	2023 Jan 30	
31	Cloxacillin 250 mg	letang municipality office	2022 dec 30	2023 Jan 30	
32	Cloxacillin 500 mg	letang municipality office	2022 dec 30	2023 Jan 30	
33	Cotrimoxazole (Sulphamethaxazole 200 mg+ Trimethoprime 40 mg) / 5 ml, 60 ml Syrup	letang municipality office	2022 dec 30	2023 Jan 30	
34	Cotrimoxazole (Sulphamethaxazole 400 mg +Trimethoprime 80 mg)	letang municipality office	2022 dec 30	2023 Jan 30	
35	Cotrimoxazole (Sulphamethaxazole 800 mg +and Trimethoprime 160 mg)	letang municipality office	2022 dec 30	2023 Jan 30	
36	Dextrose Solution 5% w/v, 500 ml, Infusion	letang municipality office	2022 dec 30	2023 Jan 30	
37	Diazepam 5mg/ml, 2ml, Injection	letang municipality office	2022 dec 30	2023 Jan 30	
38	Diclofenic Sodium, 25mg/ml,3 ml injection	letang municipality office	2022 dec 30	2023 Jan 30	
39	Diclofenic Sodium, 50 mg	letang municipality office	2022 dec 30	2023 Jan 30	
40	Doxycycline, 100mg	letang municipality office	2022 dec 30	2023 Jan 30	
41	Ferrous Sulphate+Folic Acid, 60mg Elemental Iron + 400 mcg folic Acid	letang municipality office	2022 dec 30	2023 Jan 30	
42	Fluconazole 150mg	letang municipality office	2022 dec 30	2023 Jan 30	
43	Folic acid 5mg	letang municipality office	2022 dec 30	2023 Jan 30	
44	Frusemide 40mg	letang municipality office	2022 dec 30	2023 Jan 30	
45	Frusemide 10 mg/ml, 2 ml, Injection	letang municipality office	2022 dec 30	2023 Jan 30	
46	Gentamycin sulphate, 40mg/ml, 2ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
47	Gentian Violet 1% w/v, 10 ml, aqueous sol.	letang municipality office	2022 dec 30	2023 Jan 30	
48	Hyoscine butyal bromide 20mg/ml, 1 ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	
49	Hyoscine butyal bromide 20mg	letang municipality office	2022 dec 30	2023 Jan 30	
50	Hyoscine butyal bromide 10mg	letang municipality office	2022 dec 30	2023 Jan 30	
51	Ibuprofen 100mg/5ml, 60 ml Syrup	letang municipality office	2022 dec 30	2023 Jan 30	
52	Ibuprofen 200mg	letang municipality office	2022 dec 30	2023 Jan 30	
53	Ibuprofen 400mg	letang municipality office	2022 dec 30	2023 Jan 30	
54	Lingnocain hydrochloride 2% w/v, 30 ml	letang municipality office	2022 dec 30	2023 Jan 30	
55	Metformin 850 mg	letang municipality office	2022 dec 30	2023 Jan 30	
56	Metformin 500 mg	letang municipality office	2022 dec 30	2023 Jan 30	
57	Metocloroproamide 5 mg/ 5 ml, 60 ml, oral lizuid	letang municipality office	2022 dec 30	2023 Jan 30	
58	Metocloroproamide 10 mg	letang municipality office	2022 dec 30	2023 Jan 30	
59	Metronidazole 500 mg/100 ml, infusion	letang municipality office	2022 dec 30	2023 Jan 30	
60	Metronidazole 200mg/5ml, 60 ml, Suspension	letang municipality office	2022 dec 30	2023 Jan 30	
61	Metronidazole 400mg	letang municipality office	2022 dec 30	2023 Jan 30	
62	Neomycin Skin 2 % w/w 10 gm ointment	letang municipality office	2022 dec 30	2023 Jan 30	
63	Nifedepine 10 mg	letang municipality office	2022 dec 30	2023 Jan 30	
64	Nitrofurantion 100 mg	letang municipality office	2022 dec 30	2023 Jan 30	
65	Normal Saline (NS) 0.9% Infusion 500 ml Infusion	letang municipality office	2022 dec 30	2023 Jan 30	
66	Oral Rehydration Salt (ORS) WHO Formula, Powder	letang municipality office	2022 dec 30	2023 Jan 30	
67	Oxymetazoline 0.025%, 5 ml, Nasal drop	letang municipality office	2022 dec 30	2023 Jan 30	
68	Oxymetazoline 0.05%, 5 ml, Nasal drop	letang municipality office	2022 dec 30	2023 Jan 30	
69	Oxytocin 10 IU/ml, 1ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	
70	Paracetamol 150 mg/ml, 2ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	
71	Paracetamol125mg/5ml, 50 ml, Suspension	letang municipality office	2022 dec 30	2023 Jan 30	
72	Paracetamol 500mg	letang municipality office	2022 dec 30	2023 Jan 30	
73	Permethrin 1 % w/v, 100 ml bottle	letang municipality office	2022 dec 30	2023 Jan 30	
74	Pheneramine 22.75/ml, 2ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	
75	Povidine Iodine 5% w/v, 500ml Solution	letang municipality office	2022 dec 30	2023 Jan 30	
76	Prednisolone 5 mg	letang municipality office	2022 dec 30	2023 Jan 30	
77	Prednisolone 10 mg	letang municipality office	2022 dec 30	2023 Jan 30	
78	Promethazine Hydrochloride 25mg	letang municipality office	2022 dec 30	2023 Jan 30	
79	Ranitidine 25mg/ml, 2ml Injection	letang municipality office	2022 dec 30	2023 Jan 30	
80	Ranitidine 150mg	letang municipality office	2022 dec 30	2023 Jan 30	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
81	Ringer's Lactate (RL) 500 ml Infusion	letang municipality office	2022 dec 30	2023 Jan 30	
82	Salbutamol 2mg/ 5 ml, 60 ml, oral lizuid	letang municipality office	2022 dec 30	2023 Jan 30	
83	Salbutamol 1mg/ml, 15 ml, Nebulizer solution	letang municipality office	2022 dec 30	2023 Jan 30	
84	Salbutamol 4 mg	letang municipality office	2022 dec 30	2023 Jan 30	
85	Silver Sulphadizine 0.2 % w/w, 25g Oint.	letang municipality office	2022 dec 30	2023 Jan 30	
86	Thiamin 100 mg	letang municipality office	2022 dec 30	2023 Jan 30	
87	Tinidazole 500 mg	letang municipality office	2022 dec 30	2023 Jan 30	
88	Vitamin B Complex Standurd Theurapetic Dose	letang municipality office	2022 dec 30	2023 Jan 30	
89	Zinc Sulphate 10 mg	letang municipality office	2022 dec 30	2023 Jan 30	
90	Zinc Sulphate 20 mg	letang municipality office	2022 dec 30	2023 Jan 30	
91	Absorbent cotton Net 400g	letang municipality office	2022 dec 30	2023 Jan 30	
92	Adheshive Tape 4"	letang municipality office	2022 dec 30	2023 Jan 30	
93	Bandage 18m*90cm	letang municipality office	2022 dec 30	2023 Jan 30	
94	Cat gut 1-0 with Cutting Needle	letang municipality office	2022 dec 30	2023 Jan 30	
95	Cat gut 2-0 with Cutting Needle	letang municipality office	2022 dec 30	2023 Jan 30	
96	Disposal syringe 2 ml	letang municipality office	2022 dec 30	2023 Jan 30	
97	Disposal syringe 3 ml	letang municipality office	2022 dec 30	2023 Jan 30	
98	Disposal syringe 5 ml	letang municipality office	2022 dec 30	2023 Jan 30	
99	Disposal syringe 10 ml	letang municipality office	2022 dec 30	2023 Jan 30	
100	Gauze 18m*90cm	letang municipality office	2022 dec 30	2023 Jan 30	
101	IV Cannula size 18	letang municipality office	2022 dec 30	2023 Jan 30	
102	IV Cannula size 20	letang municipality office	2022 dec 30	2023 Jan 30	
103	IV Cannula size 24	letang municipality office	2022 dec 30	2023 Jan 30	
104	IV SET different adult	letang municipality office	2022 dec 30	2023 Jan 30	
105	Loose gloves(disposal) 6.5 ", 100 pcs packet	letang municipality office	2022 dec 30	2023 Jan 30	
106	Phenol 500 ml	letang municipality office	2022 dec 30	2023 Jan 30	
107	Rectified spirit 500ml	letang municipality office	2022 dec 30	2023 Jan 30	
108	Silk silk 2.0	letang municipality office	2022 dec 30	2023 Jan 30	
109	Surgical Blade Size 10	letang municipality office	2022 dec 30	2023 Jan 30	
110	Surgical Blade Size 11	letang municipality office	2022 dec 30	2023 Jan 30	
111	Surgical Gloves 6.5 "	letang municipality office	2022 dec 30	2023 Jan 30	
112	Suture Set (Straight Aretery Forcep, Curve artery Forcep, Sponge holding Forcep, Tooth Forcep, Needle holder, 100 ml Bowl, and Eye towel) Standard Size	letang municipality office	2022 dec 30	2023 Jan 30	
113	I and D Set (Aretery Forcep, Scapel, 100 ml Bowl, Sponge holding Forcep and Eye towel)Standard Size	letang municipality office	2022 dec 30	2023 Jan 30	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
114	Suture Needle Cutting Body size 7	letang municipality office	2022 dec 30	2023 Jan 30	
115	Suture Needle Cutting Body size 11	letang municipality office	2022 dec 30	2023 Jan 30	
116	Suture Needle Cutting Body size 13	letang municipality office	2022 dec 30	2023 Jan 30	

Technical Specifications

1 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and

1.1 Medical devices

1.1.1 Miscellaneous medical devices

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Acetyl Salicylic Acid (Aspirin) 75 mg		Acetyl Salicylic Acid (Aspirin) 75 mg	
2	Adrenaline (epinephrine) 1mg/ ml		Adrenaline (epinephrine) 1mg/ ml	
3	Aluminum hydroxide 250mg + Magnesium Hydroxide 250mg		Aluminum hydroxide 250mg + Magnesium Hydroxide 250mg	
4	Amlodipine 5mg		Amlodipine 5mg	
5	Amoxicillin 125mg/5ml, 60 ml		Amoxicillin 125mg/5ml, 60 ml	
6	Amoxicillin 250mg/DT		Amoxicillin 250mg/DT	
7	Amoxicillin 500mg		Amoxicillin 250mg/DT	
8	Atropine as sulphate 0.6mg/ml,1 ml Inj.		Atropine as sulphate 0.6 mg/ml,1 ml Inj.	
9	Atrovastatin (as calcium tri hydrate) 10mg		Atrovastatin (as calcium tri hydrate)10mg	
10	Azithromycin 250mg		Azithromycin 250mg	
11	Azithromycin 500mg		Azithromycin 500mg	
12	Benzoic acid6%+ Salicylic acid 3 %, w/w, 30g Oint.		Benzoic acid6%+ Salicylic acid 3 %, w/w, 30g Oint.	
13	Calamine 15% w/v, 30ml Lotion		Calamine 15% w/v, 30ml Lotion	
14	Calcium 500 mg		Calcium 500 mg	
15	Cefixime 200 mg		Cefixime 200 mg	
16	Ceftriaxone, 1 gm +DW for Injection		Ceftriaxone, 1 gm +DW for Injection	
17	Cetrizine HCL, 5mg/5 ml, 30 ml Susp.		Cetrizine HCL, 5mg/5 ml, 30 ml Susp.	
18	Cetrizine HCL 10mg		Cetrizine HCL 10mg	
19	Chlorhexidine (CHX) 0.2 %, 50 ml Oral gargle		Chlorhexidine (CHX) 0.2 %, 50 ml Oral gargle	
20	Chloropheneramine maleate 4mg		Chloropheneramine maleate 4mg	
21	Ciprofloxacin 200 mg/100 ml, Injection		Ciprofloxacin 200 mg/100 ml, Injection	
22	Ciprofloxacin 0.3 %, 5gm Eye oint.		Ciprofloxacin 0.3 %, 5gm Eye oint.	
23	Ciprofloxacin 0.3%w/v, 5 ml Eye /ear Drop		Ciprofloxacin 0.3%w/v, 5 ml Eye /ear Drop	
24	Ciprofloxacin 250mg		Ciprofloxacin 250mg	
25	Ciprofloxacin 500mg		Ciprofloxacin 500mg	
26	Clotrimazole 1% w/v, 15 ml Mouth Paint	•	Clotrimazole 1% w/v, 15 ml Mouth Paint	
27	Clotrimazole 100mg		Clotrimazole 100mg	
28	Clotrimazole 1% w/w, 25 gm , Skin cream	•	Clotrimazole 1% w/w, 25 gm , Skin cream	
29	Clove oil 5ml, Liquid		Clove oil 5ml, Liquid	
30	Cloxacillin 125 mg/5ml, 100 ml Powder for Oral Susp.	•	Cloxacillin 125 mg/5ml, 100 ml Powder for Oral Susp.	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
31	Cloxacillin 250 mg		Cloxacillin 250 mg	
32	Cloxacillin 500 mg		Cloxacillin 500 mg	
33	Cotrimoxazole (Sulphamethaxazole 200 mg+ Trimethoprime 40 mg) / 5 ml, 60 ml Syrup		Cotrimoxazole (Sulphamethaxazole 200 mg+ Trimethoprime 40 mg) / 5 ml, 60 ml Syrup	
34	Cotrimoxazole (Sulphamethaxazole 400 mg +Trimethoprime 80 mg)		Cotrimoxazole (Sulphamethaxazole 400 mg +Trimethoprime 80 mg)	
35	Cotrimoxazole (Sulphamethaxazole 800 mg +and Trimethoprime 160 mg)		Cotrimoxazole (Sulphamethaxazole 800 mg +and Trimethoprime 160 mg)	
36	Dextrose Solution 5% w/v, 500 ml, Infusion		Dextrose Solution 5% w/v, 500 ml, Infusion	
37	Diazepam 5mg/ml, 2ml, Injection		Diazepam 5mg/ml, 2ml, Injection	
38	Diclofenic Sodium, 25mg/ml,3 ml injection		Diclofenic Sodium, 25mg/ml,3 ml injection	
39	Diclofenic Sodium, 50 mg		Diclofenic Sodium, 50 mg	
40	Doxycycline, 100mg		Doxycycline, 100mg	
41	Ferrous Sulphate+Folic Acid, 60mg Elemental Iron + 400 mcg folic Acid		Ferrous Sulphate+Folic Acid, 60mg Elemental Iron + 400 mcg folic Acid	
42	Fluconazole 150mg		Fluconazole 150mg	
43	Folic acid 5mg		Folic acid 5mg	
44	Frusemide 40mg		Frusemide 40mg	
45	Frusemide 10 mg/ml, 2 ml, Injection		Frusemide 10 mg/ml, 2 ml, Injection	
46	Gentamycin sulphate, 40mg/ml, 2ml Injection		Gentamycin sulphate, 40mg/ml, 2ml Injection	
47	Gentian Violet 1% w/v, 10 ml, aqueous sol.		Gentian Violet 1% w/v, 10 ml, aqueous sol.	
48	Hyoscine butyal bromide 20mg/ml, 1 ml Injection		Hyoscine butyal bromide 20mg/ml, 1 ml Injection	
49	Hyoscine butyal bromide 20mg		Hyoscine butyal bromide 20mg	
50	Hyoscine butyal bromide 10mg		Hyoscine butyal bromide 10mg	
51	Ibuprofen 100mg/5ml, 60 ml Syrup		Ibuprofen 100mg/5ml, 60 ml Syrup	
52	Ibuprofen 200mg		Ibuprofen 200mg	
53	Ibuprofen 400mg		Ibuprofen 400mg	
54	Lingnocain hydrochloride 2% w/v, 30 ml		Lingnocain hydrochloride 2% w/v, 30 ml	
55	Metformin 850 mg		Metformin 850 mg	
56	Metformin 500 mg		Metformin 500 mg	
57	Metocloroproamide 5 mg/ 5 ml, 60 ml, oral lizuid		Metocloroproamide 5 mg/ 5 ml, 60 ml, oral lizuid	
58	Metocloroproamide 10 mg		Metocloroproamide 10 mg	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
59	Metronidazole 500 mg/100 ml, infusion	•	Metronidazole 500 mg/100 ml, infusio	
60	Metronidazole 200mg/5ml, 60 ml, Suspension		Metronidazole 200mg/5ml, 60 ml, Suspension	
61	Metronidazole 400mg		Metronidazole 400mg	
62	Neomycin Skin 2 % w/w 10 gm ointment	•	Neomycin Skin 2 % w/w 10 gm ointment	
63	Nifedepine 10 mg	•	Nifedepine 10 mg	
64	Nitrofurantion 100 mg	•	Nitrofurantion 100 mg	
65	Normal Saline (NS) 0.9% Infusion 500 ml Infusion	•	Normal Saline (NS) 0.9% Infusion 500 ml Infusion	
66	Oral Rehydration Salt (ORS) WHO Formula, Powder		Oral Rehydration Salt (ORS) WHO Formula, Powder	
67	Oxymetazoline 0.025%, 5 ml, Nasal drop	•	Oxymetazoline 0.025%, 5 ml, Nasal drop	
68	Oxymetazoline 0.05%, 5 ml, Nasal drop	•	Oxymetazoline 0.05%, 5 ml, Nasal drop	
69	Oxytocin 10 IU/ml, 1ml Injection	•	Oxytocin 10 IU/ml, 1ml Injection	
70	Paracetamol 150 mg/ml, 2ml Injection	•	Paracetamol 150 mg/ml, 2ml Injection	
71	Paracetamol125mg/5ml, 50 ml, Suspension		Paracetamol125mg/5ml, 50 ml, Suspension	
72	Paracetamol 500mg		Paracetamol 500mg	
73	Permethrin 1 % w/v, 100 ml bottle		Permethrin 1 % w/v, 100 ml bottle	
74	Pheneramine 22.75/ml, 2ml Injection	•	Pheneramine 22.75/ml, 2ml Injection	
75	Povidine Iodine 5% w/v, 500ml Solution	•	Povidine Iodine 5% w/v, 500ml Solution	
76	Prednisolone 5 mg		Prednisolone 5 mg	
77	Prednisolone 10 mg		Prednisolone 10 mg	
78	Promethazine Hydrochloride 25mg		Promethazine Hydrochloride 25mg	
79	Ranitidine 25mg/ml, 2ml Injection	•	Ranitidine 25mg/ml, 2ml Injection	
80	Ranitidine 150mg	•	Ranitidine 150mg	
81	Ringer's Lactate (RL) 500 ml Infusion	•	Ringer's Lactate (RL) 500 ml Infusion	
82	Salbutamol 2mg/ 5 ml, 60 ml, oral lizuid	•	Salbutamol 2mg/ 5 ml, 60 ml, oral lizuid	
83	Salbutamol 1mg/ml, 15 ml, Nebulizer solution		Salbutamol 1mg/ml, 15 ml, Nebulizer solution	
84	Salbutamol 4 mg		Salbutamol 4 mg	
85	Silver Sulphadizine 0.2 % w/w, 25g Oint.		Silver Sulphadizine 0.2 % w/w, 25g Oint.	
86	Thiamin 100 mg		Thiamin 100 mg	
87	Tinidazole 500 mg		Tinidazole 500 mg	
88	Vitamin B Complex Standurd	•	Vitamin B Complex	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
	Theurapetic Dose		Standurd Theurapetic Dose	
89	Zinc Sulphate 10 mg		Zinc Sulphate 10 mg	
90	Zinc Sulphate 20 mg		Zinc Sulphate 20 mg	
91	Absorbent cotton Net 400g		Absorbent cotton Net 400g	
92	Adheshive Tape 4"		Adheshive Tape 4"	
93	Bandage 18m*90cm		Bandage 18m*90cm	
94	Cat gut 1-0 with Cutting Needle		Cat gut 1-0 with Cutting Needle	
95	Cat gut 2-0 with Cutting Needle		Cat gut 2-0 with Cutting Needle	
96	Disposal syringe 2 ml		Disposal syringe 2 ml	
97	Disposal syringe 3 ml		Disposal syringe 3 ml	
98	Disposal syringe 5 ml		Disposal syringe 5 ml	
99	Disposal syringe 10 ml		Disposal syringe 10 ml	
100	Gauze 18m*90cm		Gauze 18m*90cm	
101	IV Cannula size 18		IV Cannula size 18	
102	IV Cannula size 20		IV Cannula size 20	
103	IV Cannula size 24		IV Cannula size 24	
104	IV SET different adult		IV SET different adult	
105	Loose gloves(disposal) 6.5 ", 100 pcs packet		Loose gloves(disposal) 6.5 ", 100 pcs packet	
106	Phenol 500 ml		Phenol 500 ml	
107	Rectified spirit 500ml		Rectified spirit 500ml	
108	Silk silk 2.0		Silk silk 2.0	
109	Surgical Blade Size 10		Surgical Blade Size 10	
110	Surgical Blade Size 11		Surgical Blade Size 11	
111	Surgical Gloves 6.5 "		Surgical Gloves 6.5 "	
112	Suture Set (Straight Aretery Forcep, Curve artery Forcep, Sponge holding Forcep, Tooth Forcep, Needle holder, 100 ml Bowl, and Eye towel) Standard Size		Suture Set (Straight Aretery Forcep, Curve artery Forcep, Sponge holding Forcep, Tooth Forcep, Needle holder, 100 ml Bowl, and Eye towel) Standard Size	
113	I and D Set (Aretery Forcep, Scapel, 100 ml Bowl, Sponge holding Forcep and Eye towel)Standard Size	•	I and D Set (Aretery Forcep, Scapel, 100 ml Bowl, Sponge holding Forcep and Eye towel) Standard Size	
114	Suture Needle Cutting Body size 7	•	Suture Needle Cutting Body size 7	
115	Suture Needle Cutting Body size 11	•	Suture Needle Cutting Body size 11	
116	Suture Needle Cutting Body size 13	•	Suture Needle Cutting Body size 13	

Conditions of Contract

Section VI. 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. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;		
			 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; 		
			 "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. 		
			e. "The Purchaser" means the procuring entity purchasing the goods;		
			f. "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.	Performance Security	4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documentsfor the due performance of the Contract in the amounts specified in the SCC.	
		4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 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 Supplier or call for new sealed quotations.	
		4.3 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.	
		4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to	
		 the Supplier and additional one month. 4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier. 	
5.	Inspection and Tests	5.1 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	
		5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.	
6.	Packing	6.1 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.	
		6.2 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.	
		6.3 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.	
7.	Delivery of Goods	7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.	
8.	Insurance	8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.	

ty 9.1	The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
9.2	2 Unless otherwise specified in the SCC, 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.
9.3	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
9.4	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.
nt 10	1 Payment shall be made in the Nepalese currency as specified in the SCC
10	2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11	1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
ed Order 12	.1 Where the Purchaser desires to make changes in Schedule of Requirement , it shall not exceed more than 15 percent.
ited 13 es	1 If the Supplier fails to deliver any or all of the goods within the time period 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 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
tion of 14.	1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
14	2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this
	9.2 9.3 9.4 9.4 9.4 9.4 10. 10. 11. 2d Order 12. 11. 2d Order 12. 13. 2d Order 12. 2d Order 13. 2d Order 14.

	commenced prior to or after delivary of the Goods under the Contract.			
	14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).			
	14.3 Notwithstanding any reference to arbitration herein,			
	 a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and 			
	b. the Purchaser shall pay the Supplier any monies due the Supplier.			
15. Governing Language	15.1 The Governing Language shall be: Nepali or English			
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.			
17. Notices	17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt			
	17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.			
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.			
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC			
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.			
	20.2 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.			
	 coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, 			

	f. g.	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 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		
21. Blacklisting Supplier	21.1 Without prejudice to any right of the Purchaser under this Contract, 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 20.2,		
	b.	if the supplier fails to sign an agreement pursuant to ITB Clause 24,		
	C.	 if it is proved later that the supplier had committed substantial defect i implementation of the contract or had not substantially fulfilled hi obligations under the contract or the completed work is not of th specified quality as per the contract, 		
	d.	if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.		
	to I	upplier declared blacklisted and ineligible by the GON shall be ineligible bid for a contract during the period of time determined by PPMO and dit information bureau of Nepal.		

Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]						
GCC 1.1.1 (e)	The Purchaser shall be: Letang Municipality, Morang					
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be as follows: (i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below 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: (iii) 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.					
GCC 9.1	The warra	nty period shall	be : [13]			
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser Payments shall be made in Nepalese Rupees in the following manner:					
	On Delivery and acceptance: [Hundred (100) percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment.					
	TDS shall be deducted as per the prevailing rules and regulations. [Delete those not appropriate] Payments shall be made in Nepalese Rupees in the following manner:.					
	SL No Milestone Name Payment Percentage				Payment Percentage	
	1	Advance paym	ent		0	
	2	Delivery to site			100.0	
GCC 17.1	For notice	s, the Purchaser	's address shall be:			
	Attention:		Letang Municipality, Morang			
	Address:		Letang, Morang Morang			
	Designation:					
	Telephone: 021560666 Facsimile Number:					
	Electronic Mail Address:					
GCC 17.1	For notices, the Suppliers's address shall be:					
	Attention:					
	Address:					
	Designation:					
	Telephone: Facsimile Number:					
	Electronic Mail Address:					
	1					

	The Supplier shall supply [1]number of copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To:

(name and address of the Contractor)

Subject: Notification of Award

This is to notify that your Sealed Quotation dated for execution of thename of the contract and identification number, as given in the Contract Data/SCC for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

2. Contract 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:

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. Form of Agreement
 - b. The Purchaser's Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Quotation Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
- 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:

<u>3. Performance Security</u>

Date :

To:

[name and address of the Purchaser]

WHEREAS [insert complete name of Supplier] (hereinafter "the Supplier") has received the notification of award for the execution of [insert identification number and name of contract] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [**insert type of security**] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [insert currency and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

 This security is valid until the
 [insert day, month, year].

 Name:
 [insert complete name of person signing the Security]

 In the capacity of:
 [insert legal capacity of person signing the Security]

 Signed:
 [insert signature of person whose name and capacity are shown above]

 Duly authorized to sign the security for and on behalf of:
 [insert seal and complete name of Guarantor]

 Date:
 [insert date of signing]

4. Bank Guarantee for Advance Payment

To:

[name of the Purchaser]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, 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 its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under 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.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the 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 Guarantors

[name of bank or financial institution]

[address]

[date]

<u>सम्झौताका थप शर्तहरु:</u>

- १) तोकिएको समय तालिका अनुसार WHO GMP certification प्राप्त गरेको उत्पादकको औषधिहरु मात्र आपूर्ति गर्नु पर्ने,
- २) अन्तरास्ट्रिय गुणस्तर लागु भएका सर्जिकल सामग्रीहरुको हकमा ISO वा सो सरहको प्रमाण प्राप्त गरेको हुनुपर्ने छ ।
- औषधिहरु तथा म्याद गुज्रने सर्जिकल सामग्रीहरुको जम्मा Self-life को तिन चौथाई उपभोग अवधि वाँकी रहेको हुनुपर्नेछ।