

# BIDDING DOCUMENT

FOR

THE PROCUREMENT

OF

**MEDICAL EQUIPMENT**

**Contract No.: HN/InElam/001/2021**

**Issued by:**



**Helvetas Nepal**

Dhobighat-3, Lalitpur, Nepal

Signature of issuing Officer: .....

Office Seal: .....

Date of issue: 29 July 2021

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## Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
SBD.....	Standard Bidding Document
SCC .....	Special Conditions of Contract
SoR .....	Schedule of Requirements
TS .....	Technical Specifications
VAT .....	Value Added Tax

## 1. INVITATION FOR BID (IFB)



### INVITATION FOR BIDS

Date of first publication: 29 July 2021

Helvetas Nepal invites sealed bid from eligible, interested, and competent suppliers/vendors for the **supply, delivery and installation of following equipment:**

SN	Description of equipment	Quantity
1.	Anesthesia Ventilator	2 sets
2.	Patient Monitor (7 parameters)	2 sets
3.	PPE Set Kit full	5,00 sets

Bid document can be downloaded from the following web page <https://www.helvetas.org/en/nepal/who-we-are/follow-us/public-announcements>. Bid document will be available from 30 July 2021.

Last date of bid submission is **12 August 2021 on or before 01:00 PM**

The purchaser reserves the right to accept or reject any bid partially or fully without assigning any reasons whatsoever.

## 2. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works:	1.1 The Purchaser stated in the Bid Data Sheet (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 Bid Data Sheet (BDS).
2. Eligible Bidder:	2.1 This Invitation for Bid is open to all registered local manufactures/suppliers. 2.2 Eligible and competent bidder must submit the following documents along with the bid. - documents as specified in EQC (3.1)
3. One bid per bidder	3.1 Each Bidder shall submit only one bid, A Bidder who submits more than one bids shall cause all the bids with the Bidder's participation to be disqualified.
4. Site Visit	4.1 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.
5. Contents of Bid Document:	5.1 The Bid document comprise the documents listed below: Section I: Invitation for Bids (IFB) Section II: Instructions to Bidders (ITB) Section III: Bid Data Sheet (BDS) Section IV: Evaluation and qualification criteria (EQC) Section V: Bid Forms and Price Schedule Section VI: Schedule of Requirements (SOR) Section VII: Specification and quality assurance. Section VIII: General Conditions of Contract (GCC) Section IX: Special Conditions of Contract Section X: Contract Form and formats
6. Clarification:	6.1 A Prospective bidder may request clarification on the bidding documents in writing and the purchaser shall respond to such request. Clarification will be provided by purchaser 3 days before the last date of bid submission. 6.2 The purchaser may organize a pre-bid meeting of Bidders before bid opening at the place, date and time as specified in the BDS to provide information relating to Bidding Documents and technical specifications. Interested bidder should obtain the bid document before pre-bid meeting.
7. Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bid Document by issuing addenda. 7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. Such Addendum notice shall also be published in the online/National newspaper.
8. Cost of bidding:	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs.
9. Language of Bids:	9.1 All correspondence and documents relating to the Bids shall be written in English or in Nepali language.
10. Alternative Bids	10.1 Alternative bids shall not be considered.
11. Bidding price:	11.1 All duties, taxes/transportation/loading/offloading/insurance 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. 11.2 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.

	<p>11.3 Bids and quoted rates shall remain valid for the period specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>11.4 If the purchaser determines the quoted rates of Bill of Quantity items by supplier are deviated unevenly leads to rejection of such bids as a nonresponsive.</p>
12. Unbalanced or Front/back-loaded bid	<p>12.1 If the purchaser found the item rates of the substantially lowest evaluated bid is seriously unbalanced or front-loaded or back-loaded; may require the bidder to produce detailed price analysis for all items listed in price schedule of the bid document to demonstrate the price consistency of those rates with the authorized sources of the same.</p> <p>12.2 After the verification and assurance of the information and details of price analysis presented by the bidder, purchaser may accept or reject the bid.</p>
13. Currencies of Bid	13.1 All prices shall be quoted in Nepalese Rupees
14. Period of validity Bids:	14.1 The Bids shall remain valid for the period of 90 days after opening of the Bid. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive
15. Bid Security:	<p>15.1 Bid security should be in a form of bank guarantee issued by A class commercial bank in favour of purchaser which is convertible into cash in Nepal without any condition (unconditional) as specified in BDS.</p> <p>15.2 The bid security shall be returned upon request to unsuccessful bidder as soon as possible after formal contract signing.</p>
16. Preparation of bid and submission	<p>16.1 The compiled and completed bid shall be sign and put bidder's stamp on every page. The bids should be sealed properly in an envelope.</p> <p>16.2 The <b>sealed envelope</b> as per ITB (16.1) must reach within the deadline to purchaser's address specified in the BDS.</p>
17. Deadline for Submission of Bids:	<p>17.1 Bidding documents shall be sent to the Purchaser at the email address no later than the time and date specified in the Bid Data Sheet (BDS).</p> <p>17.2 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p> <p>17.3 Bidding document once submitted shall not be withdrawn or modified.</p> <p>17.4 If the last date of purchasing, submission, and opening falls on a Helvetas Nepal holiday then the next working day shall be considered the last day.</p>
18. Bid Opening:	<p>18.1 The Purchaser shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Bid Data Sheet (BDS).</p> <p>18.2 The Purchaser shall prepare minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential:	<p>19.1 Information relating to the evaluation and comparison of Bids 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.</p> <p>19.2 Any efforts by the Bidder to influence the Purchaser in the Bid evaluation, comparison or contract award decisions may result in rejection of Bidder's Bids.</p>
20. Evaluation criteria:	20.1 The purchaser shall evaluate the bid in accordance with set criteria as specified in the evaluation criteria sheet (Section IV).
21. Evaluation and Comparison of bids:	<p>21.1 In evaluating the bids, the Purchaser shall determine for each bid the evaluated bid price by adjusting any corrections for errors. Bids shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <p>21.2 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 shall be corrected.</p> <p>21.3 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.</p>

	<p>21.4 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.</p> <p>21.5 If the purchaser determines the quoted rates of BoQ items by supplier are deviated unevenly leads to rejection of such bids.</p> <p>21.6 While quoting rates, the bidder shall not be allowed to use correcting fluid or other erasing materials; neither the bidder shall be allowed to overwrite the quoted rates. It may result to rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories and company/firm's stamp.</p>
22. Notification of Award and Signing of Agreement:	<p>22.1 The purchaser shall award the contract to the bid who is lowest evaluated substantially responsive bid.</p> <p>22.2 The successful bidder shall deliver the performance security (as specified in SCC) within 7 days of receipt of the notification award letter and sign the contract.</p> <p>22.3 If the successful bidder fails to deliver the Performance Security and sign the contract within specified time, the purchaser holds right to award the contract to next lowest evaluated substantially responsive bid or decide as per purchaser's convenience.</p>
23. Goods Delivery:	<p>23.1 The bidders should make delivery of ordered quantities in place and time as per <b>clause 6.1</b> of the bid document under Schedule of Requirement (SoR).</p> <p>23.2 All the delivered materials must comply the quality and specification mentioned in the specification section of this bid document. The supplier must ensure the proper packing and safeguarding from damage of goods during supply</p>
24. Payment:	<p>24.1 Payment will be made upon receiving all materials along with the valid tax invoice and successful delivery evidence.</p>
25. Format and Signing of bids:	<p>25.1 The Bid 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 initialed by the same authorized person.</p>
26. Joint Venture	<p>26.1 Joint venture (JV) bids shall not be considered.</p>
27. Purchaser's Right to Accept or Reject	<p>27.1 The Purchaser reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids, 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.</p>

### 3. BID DATA SHEET (BDS)

ITB 1	<p>The scope of Supply: <b>Supply, delivery and installation of Medical Equipment</b></p> <p>The contract identification number: <b>HN/InElam/001/2021</b></p> <p>The Purchaser: <b>Helvetas Nepal, Dhobighat -3, Lalitpur</b></p>
ITB 6	<p>The pre-bid meeting shall be conducted in the following: Not Applicable.</p> <p>Date : <b>9 August 2021</b></p> <p>Time : <b>2 PM</b></p> <p>Place : <b>Online on MS Teams</b></p> <p><b>Interested vendors suppliers can send their meeting request to co.np@helvetas.org or barun.singh@helvetas.org latest by 8 August, 2021.</b></p>
ITB 14	<p>Bids and quoted rate shall remain valid until <b>90 days</b> after opening of the Bid.</p> <p><i>It can be extended for further period if both parties are agreed.</i></p>
ITB 15	<p>Bid security amount: <b>Not applicable.</b></p>
ITB 16	<p><b>Place of sealed bid submission in hard copy:</b></p> <p>To          Helvetas Nepal          Dhobighat-3, Lalitpur, Nepal          Ph: 5524925/26</p>
ITB 17	<p><b>The deadline for bid submission is:</b></p> <p>Date: 12 August 2021</p> <p>Time: <b>On or before 01:00PM</b></p>
ITB 18	<p>The bid opening shall take place at:</p> <p><b>Helvetas Nepal</b>          Dhobighat-3, Lalitpur, Nepal          Ph: 5524925/26          Date: 12 August 2021          Time: 1:30PM          Place: Meeting Hall</p> <p>The Purchaser shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place.</p>

#### 4. EVALUATION AND QUALIFICATION CRITERIA (EQC)

The required form and documents shall be part of technical bids.

SN	Particulars	Requirements
1	copy of Firm/Company Registration Certificate	Mandatory
2	copy of VAT Registration Certificates	Mandatory
3	copy of Tax Clearance Certificate for the Fiscal Year <b>2076/077</b> (submitted during bid document distribution shall be considered)	Mandatory
4	Original bid security	Mandatory
5	self-declaration letter of not being involve in this procurement process as when blacklisted by Government of Nepal.	Mandatory
6	Completed price schedule	Mandatory
7	Has been properly signed by the authorized person as per ITB 15.1	Mandatory
8	Use of correction fluid/overwrite. (if yes, authorized signature and stamp is compulsory)	Yes/No

## 5. BID FORM AND PRICE SCHEDULE

### 5.1 QUOTATION AND PRICE SCHEDULES

Date:.....

To: **Helvetas Nepal**  
**Dhobighat-3, Lalitpur**

Dear Sir/Madam,

Having examined the Sealed bid documents, we the undersigned, offer to supply and deliver **[Medical equipment]** in conformity with the said sealed bid documents for the sum of ..... In words: ..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this sealed bid.

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

We agree to abide by this sealed bid for a Period of **90 days** for sealed bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this sealed bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

**We understand that you are not bound to accept the lowest evaluated sealed bid or any other sealed bid that you may receive.**

Authorized signature: \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Seal/stamp: \_\_\_\_\_

Date: \_\_\_\_\_

## 5.2 BIDDER'S INFORMATION FORM

*[The Bidder shall fill in the following Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	Nepal
4.	Bidder's Year of Registration:	
5.	Bidder's Authorized Representative Information:  Name:  Address:  Telephone/Fax numbers:  Email Address:	
6	Bidder's Telephone/Fax numbers:	
7	Bidder's Email Address:	

### 5.3 PRICE SCHEDULE:

Name of Bidder \_\_\_\_\_

Sn	Material Name	Unit	Quantity	Rate (including transportation/loading/offloading/insurance etc. cost)		Amount	Remarks
				In Figure	In Words		
1	Anesthesia Ventilator	Set	2				
2	Patient Monitor (7 parameters)	Set	2				
3	PPE SET Kit Full	Set	500				
Total Amount							
VAT 13%							
Grand Total							

Grand Total (in words: ..... )

Authorized signature: \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Seal/stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

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

## 6. SCHEDULE OF REQUIREMENTS (SOR)

### 6.1 List of items to supply under this bid

SN	Material Name	Unit	Quantity
1	Anesthesia Ventilator	Set	2
2	Patient Monitor (7 parameters)	Set	2
3	PPE SET Kit Full	Set	500

### 6.2 Supply, delivery, and installation:

#### a. Place

SN	Description
1	<b>Janakpur Zonal Hospital</b> Janakpurdham, Dhanusa, Nepal

#### b. Timeline

SN	Description of supply	Completion latest by
1	All the equipment listed in above 6.1	3 weeks from the date of contract commencement date or purchase order date issued by purchaser.

## 7. SPECIFICATIONS & QUALITY ASSURANCE

The detail specification of the materials are as follows:

### 7.1 Technical Specifications of Anesthesia machine with Ventilator

S.N	Specification		Bidder's Offer	Remarks
	<b>Manufacturer</b>			
	<b>Brand</b>			
	<b>Type/Model No:</b>			
	<b>Country of Origin:</b>			
<b>1.0</b>	<b>System Configuration</b>			
	Anesthesia Machine with Ventilator			
<b>2.0</b>	<b>Technical Specification</b>			
<b>2.1</b>	Screen	≥15.6" TFT LED screen, ≥1366 x 768 pixels		
	Gas supply	O <sub>2</sub> , N <sub>2</sub> O, AIR		
	Vaporizer mount	Selectable type for 2 vaporizer		
	Auxiliary common gas outlet (ACGO)	Standard		
	Flow-meter	Electronic type – numerical and graphical		
	Absorber bypass	Standard		
	Ventilator modes	VCV, PCV, PSV, SIMV, PRVC, HLM, Manual/Spont		
	Tidal volume	5 – 1.500 ml		
	Frequency	4 – 100 bpm		
	I:E ratio	4:1 – 1:10		
	Pressure control	(PEEP+5) – 70 cm H <sub>2</sub> O		
	Pressure support	(PEEP+5) – 50 cm H <sub>2</sub> O		
	PEEP	Off, 3 – 30 cm H <sub>2</sub> O		
	Trigger	Flow and pressure		
	Waveform	Pressure-t, Volume-t, Flow-t, CO <sub>2</sub> -t should be user configurable		
	Spirometry loop	P-V, P-F, F-V, Reference Loop		
	Cylinder yoke	Optional (O <sub>2</sub> N <sub>2</sub> )		
	Battery	Li-Ion battery must be able to provide min of 2 hr back-up. Should be upgradable.		
	Active Gas Scavenging Systems (AGSS)	Optional		

	Auxiliary power outlets	3		
	Drawers	2		
	Reading lamp	LED lighting		
	Gas monitor module	Optional (CO2, AA)		
	Breathing circuit heater	Standard		
	O2 cell	Chemical		
	Optional functions	BIS, NMT, Suction		
	Optional Patient Monitor	Integrated 15.6" monitor: ECG, SpO2, NIBP, TEMP, RESP, 2-IBP)		
<b>3.0</b>	<b>Accessories, Spares and Consumables</b>			
3.1	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer. Bidders must specify the quantity of every item included in their offer.			
<b>4.0</b>	<b>Operating Environment</b>			
4.1	Power Supply: 220-240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 meter in length.			
<b>5.0</b>	<b>Standard &amp; Safety Requirements:</b>			
5.1	Must submit ISO, CE or USFDA approved product certificate.			
<b>6.0</b>	<b>Training</b>			
6.1	Operator training should be given at the time of installation.			
6.2	Onsite maintenance training to the Hospital's Engineer and clinical training/operating training to the users			
<b>7.0</b>	<b>Warranty</b>			
7.1	Comprehensive warranty for 2 years after acceptance			
<b>8.0</b>	<b>Maintenance Service During Warranty Period</b>			
8.1	During the warranty period supplier must ensure preventive maintenance in every two months and corrective/breakdown maintenance whenever required.			
<b>9.0</b>	<b>Installation and Commissioning</b>			
9.1	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel.			
<b>10.0</b>	<b>Documentation</b>			

10.1	User (Operating) manual in English		
10.2	Service manual in English		
10.3	Minimum 10 nos of machine should be installed in reputed institute manufactured by same manufacturer. Should submit user satisfactory letter for at least 5 installations.		
10.4	List of important spare parts and accessories with their part number and costing.		

## 7.2 Patient Monitor 7 parameters

SN	Purchaser's Technical Specifications	Bidder's Offer	Catalogue Page no
	<b>Manufacturer</b>		
	<b>Brand</b>		
	<b>Type / Model</b>		
	<b>Country of Origin</b>		
<b>1.</b>	<b>Description of Function</b>		
1.1	Advance high end monitoring vital signs of all patient categories, at bedside, transportation applicable for Adult, Pediatric and neonatal application		
<b>2.</b>	<b>Operational Requirements</b>		
2.1	It shall operate on AC power supply as well as built-in battery.		
<b>3.</b>	<b>System Configuration</b>		
3.1	Should have ECG, SpO2, NIBP, Respiration and Temperature , 2 IBP and ETCO2 monitoring function		
<b>4</b>	<b>Technical Specifications</b>		
4.1	Advanced High end ICU Monitor for Adult, Pediatric and neonatal application		
4.2	12" or more high resolution with navigation wheel.		
4.3	Should have facility to display ECG, SpO2, NIBP, Respiration and temperature simultaneously 2 IBP and ETCO2		
4.4	Monitor should show patient's Perfusion with spo2 measurement		
4.5	Monitor should have user selectable Temperature label to display accurate place of temperature measurement. Eg: rectal temp, Skin temp, esophageal temperature, nasopharyngeal temperature etc		
4.6	Monitor should have networking capabilities ( wireless as well as wired and should have bed to bed overview		

	function that lets the clinician know about all the patients in their care.		
4.7	Should display at least 12 waveforms of selected parameters simultaneously		
4.8	Monitor must have Lithium-ion Battery. More than 5 hours battery backup.		
4.9	Monitor should work on Fan-less technology		
4.9	<b>Measurements range:</b>		
4.9.1	HR approximately 15 to 300bpm		
4.9.2	NIBP approximately 20 to 300mmHg (systolic)		
4.9.3	SpO2 approximately 0 to 100%		
4.9.4	RR (ECG derived) approximately 15 to 300bpm		
4.9.5	Temperature approximately 0 to 50C		
4.9.6	Invasive pressure measurement range -40 to 360		
4.9.7	CO2 measurement range -0 to 150 mmHg		
4.9.8	NIBP oscillometric step deflation, manual/automatic, initial inflation pressure user selectable		
4.9.9	Must have Alarm limit display on main screen.		
4.9.10	Monitor must have Patient specific alarm default settings.		
4.9.11	Monitor should have 240 hours (10 days) of graphical and tabular trends and 48 hours of full disclosure.		
4.9.12	Must have Up to 8 hours of short trend display side by side with real time waveforms and numeric.		
4.9.13	Must have Up to 8 waveforms display.		
4.9.14	Standard HL7 output.		
4.9.15	Shall have defibrillator sync and protection during defibrillation.		
4.9.16	Shall have pacemaker detection/rejection.		
4.9.17	Display shall have facility to report system errors, leads and sensors failure and built-in battery status.		

4.9.18	Autonomy of built-in rechargeable battery approximately 5 hours, automatic recharge when connected to mains.		
4.9.19	Automatic switch to batteries in case of power failure.		
<b>5</b>	<b>Accessories, spares and consumables</b>		
5.1	<b>Accessories:</b> Should be supplied with standard accessories. <ul style="list-style-type: none"> <li>• 3 lead ecg electrode cable -1 pc</li> <li>• Adult &amp; Paediatric Spo2 probe-1each</li> <li>• Adult &amp; Paediatric NIBP Cuff- 1each</li> <li>• Temperature probe: Skin and Rectal- 1each</li> <li>• IBP Cable and accessories-1</li> <li>• ETCO2 Mainstream stream and accessories for the same</li> </ul>		
5.2	All standard accessories, consumables and parts required to operate the equipment, including all standard tools and cleaning and lubrication materials, to be included in the offer.		
<b>6.0</b>	<b>Operating Environment</b>		
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
6.2	Power supply: 220 - 240 VAC, 50Hz fitted with appropriate plug.		
<b>7</b>	<b>Standards and Safety Requirements</b>		
7.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 for medical devices AND		
7.2	CE (93/42 EEC Directives) and USFDA approved product certificate		
7.3	Shall meet IEC-60601-1-2:2001 General Requirements of Safety for Electromagnetic Compatibility. Document evidence shall be submitted for evaluation		
<b>8.0</b>	<b>User Training</b>		
8.1	The Supplier shall conduct user training for this equipment to enable operators to use the equipment properly. The training shall include the use of all operational functions of the equipment, as well as routine checks and maintenance expected by users.		
<b>9.0</b>	<b>Warranty</b>		
9.1	Product replacement guarantee of 1 year from the date of acceptance and additional comprehensive warranty for 2 years after acceptance.		
9.2	Comprehensive warranty for 2 years from date of acceptance of Machine . Commitment letter from the manufacturer guaranteeing the availability of spare parts for the next 08 years.		
<b>10.0</b>	<b>Maintenance Service During Warranty Period</b>		

10.1	During the warranty period supplier must ensure corrective/ breakdown maintenance whenever required.		
<b>11.0</b>	<b>Installation and Commissioning</b>		
11.1	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail.		
<b>12</b>	<b>Documentation</b>		
12.1	User (Operating) manual in English.		
12.2	Service (Technical / Maintenance) manual in English.		
12.3	Certificate of calibration and inspection from factory.		

### 7.3 Personal Protective Equipment (PPE)

SN	Name of Items	Specification
1	<b>PPE SET Kit Full</b>	<b>Full PPE Set Includes</b> Level III PPE Gown with Hood and Boot Cover. Level III Test Report of Gown should be inside the sealed packet of Gown, Surgical Mask, CE Approved, Nitrile Gloves, CE Approved KN95 Mask, CE Approved, Bouffant Hat, Goggles, CE Approved, Proper Test report should be submitted, Face Shield, CE Approved, Proper Test report should be submitted Sterile Surgical Gown, EO Gas sterilization should be mentioned in sealed packet ISO & CE Approved, Gum Boot upto Knee Pair, Disposable bag, boot/ Shoe Cover Pair Stitch of outer gown should cover by pasting.
2	<b>Gloves -loose (disposable)</b>	dry and smooth coating, no latex protein, higher tensile strength, and more tactile sensitivity with different sizes
3	<b>Surgical Mask</b>	Latex Free, Hypoallergenic, Fiberglass free, Fluid Resistant, Three Ply construction. 3 pleats of folds to allow the user to expand the mask so it covers the area from the nose to the chin. Mask should be secured with an ear loop to be placed behind the ears Material: Spun bound polypropylene for inner and outer facings of mask. Three (3) ply, fluid resistant, Fiberglass free, latex free mask Size selected: Total length: approximately 175mm. Width: approximately 90mm. Standard: CE marked or Equivalent
4	<b>Face Shield</b>	Made of clear plastic and provides good visibility to both the wearer and the patient, Adjustable band to attach firmly around the head and fit snugly against the forehead, Fog resistant (preferable), Completely cover the sides and length of the face, May be re-usable (made of robust material which can be cleaned and disinfected) or disposable. EU standard directive 86/686/EEC, EN 166/2002, ANSI/ISEA Z87.1-2010, or equivalent

## 8. GENERAL CONDITIONS OF CONTRACT (GCC)

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 and signed by both the parties and it includes 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.
    - d. "The Services" means the works described in the Terms of References to be performed by the supplier including modification, alteration and additions of works and other obligations of the supplier covered under the Contract.
    - e. "The Purchaser" means the procuring entity purchasing the goods.
    - f. "The Supplier" means the organization supplying the goods and services under this contract.
    - g. "Engineer" or "The purchaser's representative" means the engineer appointed by the purchaser from time to time for inspection/supervision of goods and services.
    - h. "The Delivery Site" means the place or places where delivery of the goods is to be made. It is also to be referred as "destination point".
    - i. "Terms of Reference" means the schedule of works and duties, defined by the bidding document and to be executed by the supplier under this contract.
2. **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
3. **Standards**
  - 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the **Technical Specifications**.
  - 3.2 Wherever reference is made in the **Technical Specifications** to specific standards and codes to be complied with, the specified standards and codes shall apply and the provisions of the latest edition or revision of the standards or codes shall apply only with the pre-consent of the Purchaser.
4. **Use of Contract Documents and Information**
  - 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser to any person other than a person employed by the Supplier for performing the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
  - 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
  - 4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so, required by the Purchaser.
5. **Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 6. Inspections and Tests**
  - 6.1 The Purchaser or its Representative shall have the right to inspect and/or to test the goods at its own costs. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
  - 6.2 The inspections and tests can be conducted on the premises of the Supplier or its sub-Supplier(s) and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
  - 6.3 Any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements, free of cost to the Purchaser.
  - 6.4 Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.
  - 6.5 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods in case the goods conform to the specifications and drawings.
- 7. Packing**
  - 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.
  - 7.2 The packing, marking and documentation inside and outside the packages shall comply strictly with such special requirements as delineated instructed by the Purchaser.
- 8. Insurance**

The goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery Such insurance shall be arranged and paid for by the supplier.
- 9. Transportation**
  - 9.1 The Supplier shall be required to meet all transport and storage expenses until delivery.
  - 9.2 Transportation of the goods after delivery at the destination point shall be the responsibility of the Purchaser
- 10. Incidental Services**
- 11. Warranty**
  - 11.1 The Supplier warrants that the Goods supplied under the Contract are new and unused. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier.
  - 11.2 The warranty shall remain valid for (12) months after the delivery of the goods at the destination point indicated in the Contract to the satisfaction of the Purchaser.

In case any defect is observed or found in the goods at the site, the supplier shall be liable to bring back the defective goods and shall replace them with proper ones at his/her own costs.
  - 11.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
  - 11.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
  - 11.5 If the Supplier, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk

- and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12. Payment and Taxes**
- 12.1 After acceptance of the goods by the purchaser and their delivery at the destination point, payments shall be made by the Purchaser, within 15 days. The full and final payment shall be made only after completion of delivery. The purchaser may consider part payment based on delivery upon request of the supplier and if deemed essential on mutual understanding.
- 12.2 All taxes applicable shall be for the Supplier's account.
- 12.3 VAT shall be explicitly mentioned on the invoice and shall be for the Purchaser's account.
- 13. Prices**
- 13.1 Prices charged by the Supplier for goods under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 14. Order Placement**
- 14.1 The Purchaser may place the order at any time on lot basis in a written form to the suppliers.
- 14.2 Actual contract size, quantity, duration etc. can be done in accordance with clauses of contract (refer SCC).
- 14.3 The order size will be confirmed at the time of order placement. (refer SCC).
- 14.4 Variation order: the purchaser can modify (add or reduce) the quantity for order within price validity period under this agreement if required.
- 15. Contract Amendments**
- 15.1 Duration of contract may be extended by mutual understanding without affecting the agreed quality and cost.
- 15.2 Price validity of original contract may be extended by mutual understanding of contracting parties.
- 16. Assignment**
- The Supplier shall not assign to a third party, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 17. Subcontracts**
- The Goods/Services shall be fully supplied/performed by the Supplier and shall strictly abstain from sub-contracting in whole or any portion of the goods/services to any other supplier other than other than the partners mentioned in Bid Form.
- 18. Delays in the Supplier's Performance**
- 18.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the **Schedule of Requirement.**
- 18.2 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: imposition of liquidated damages, termination of the Contract and /or disqualification up to a period of two years.
- 18.3 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages.
- 19. Liquidated Damages**
- If the Supplier fails to deliver any or all of the goods or to perform within the time period(s) 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 0.25% of the contract price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of (10%) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.
- 20. Termination for Default**
- 20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; or
  - b) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - c) if the Purchaser is of opinion that the goods does not conform to the specification and/or drawings
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered or unacceptable. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 21. Force Majeure**
- 21.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
- 21.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 21.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of materials from regular sources or disruption of power supply shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 21.4 Any waiver/extension of time in respect of the delivery/ acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 21.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 21.6 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22. Termination for Insolvency**
- The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 23. Termination for Convenience**
- 23.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time convenient to it. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 23.2 The Goods that are complete and ready for delivery within 15 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or

- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.
- 24. Resolution of Disputes**
- 24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 24.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.
- 25. Governing Language**
- The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties may be written in Nepali and/or English language.
- 26. Applicable Law**
- The Contract shall be interpreted in accordance with the laws of Nepal.
- 27. Notices**
- 27.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing and confirmed in writing to the other party's address. Notice sent by facsimile or by email does not need confirmation of the receiver.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 28. Taxes and Duties**
- The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination point.
- 29. Corruption**
- The Suppliers shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. A "corrupt practice" refers to the offering, giving, receiving or soliciting (directly or indirectly) of anything of value to improperly influence the actions of another person. Corruption in the procurement process generally involves a fraudulent act such as bribery or a kickback. Contractually supplier shall declare that they are not engaged in corrupt practices; they must disclose any situation that may appear to be a conflict of interest. Helvetas Nepal has a "zero tolerance" policy regarding acceptance of gifts or hospitality; and there are restrictions on employment of former Helvetas Nepal staff members.
- 30. Blacklist**
- The purchaser can not continue the contract with the firm/company as and when blacklisted by the Government of Nepal to the limitation of blacklisting decision.

## 9. SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC is a integral part of the Agreement

Clause	Item
<b>GCC 1.1 (e)</b>	The Purchaser is: <b><u>Helvetas Nepal, Dhobighat-3, Lalitpur</u></b>
<b>ITB 22</b>	<p>The Currency of the performance security shall be in Nepalese Rupees.</p> <p>The amount of the performance security shall be as follows:          The successful bidder should submit a performance guarantee, issued by "A" class commercial bank specified by Nepal Rastra Bank in favour of <b>Helvetas Nepal</b> with a validity of <b>90 days</b> from date of award notification.          The amount of performance security should be minimum of 5% of total contract price.</p>
<b>GCC 11</b>	<b>The warranty period shall be standard as per manufacturer: 1 year or manufacturer's standard warranty period whichever is higher.</b>
<b>GCC 12</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>1. The payment shall be made:</b>  <b>(a)</b> through a/c payee cheque or bank transfer from account division/unit of the Purchaser after successful completion of the contract upon submission of valid tax invoice along with delivery evidence.</p>
<b>GCC 14.4</b>	Variation order: The purchaser can update its final order size as per exact requirement at the time for order confirmation.
<b>GCC 14.5</b>	The supplier should be supply, delivery and installed the equipment as per schedule of requirement at the place mentioned in 6.1 (a).
<b>GCC 27</b>	<p><b>For notices, the Purchaser's address shall be:</b></p> <p>Helvetas Nepal          Dhobighat-3, Lalitpur          G.P.O. Box - 688, Kathmandu, Nepal          Tel: 977-01-5524926/5522013</p> <p><b>For notices, the Supplier's address shall be:</b>          Name and Address of the Supplier:          Telephone number:          Facsimile number:          e-mail Address:</p>

## 10. SAMPLE FORMS AND FORMATS

### 10.1 CONTRACT AGREEMENT -TEMPLATE

THIS AGREEMENT made on the ..... day of ..... 2021 between M/s Helvetas Nepal, Lalitpur (hereinafter "the Purchaser"), of the one part, and M/s ..... of ..... , Nepal (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz **supply and delivery of goods** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs. .... [in words .....] (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of award.
  - (b) the Bid form and the Price Schedules submitted by the supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of supply, delivery, and installation
  - (f) the performance security and
  - (g) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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.
5. The suppliers should be issue VAT invoice in the name of **purchaser** and roughly corrected invoices will not be accepted.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month, and year indicated above.

**On behalf of Purchaser**

Helvetas Nepal

Signature:

Name:

Designation:

Date:

Seal:

**Witness,**

Signature:

Name:

**On behalf of the Supplier**

Name:

Signature:

Name:

Designation:

Date:

Seal:

Signature:

Name:

## 10.2 PERFORMANCE SECURITY - TEMPLATE

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

Date: [insert date]

Beneficiary: **Helvetas Nepal**  
Dhobighat-3, Lalitpur

Date: .....

Performance Guarantee No.:

We have been informed that . . . name of the supplier. . . . .  
(hereinafter called "the Supplier") has entered into Contract No. . . . . reference  
number of the contract. . . . . dated . . . . . with you, for the  
execution of . . . . . name of contract and brief description of  
goods and related services. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance  
guarantee is required.

At the request of the Supplier, we . . . . . name of the  
bank. . . . . hereby irrevocably undertake to pay you any  
sum or sums not exceeding in total an amount of . . . . . name of the  
currency and amount in words . . . . . (.  
. . . . . amount in figures. . . . .) such sum  
being payable in the types and proportions of currencies in which the Contract Price is  
payable, upon receipt by us of your first demand in writing accompanied by a written statement  
stating that the Supplier is in breach of its obligation(s) under the Contract, without your  
needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . .  
. . . , and any demand for payment under it must be received by us at this office on or before  
that date.

.....  
Signature(s) and seal of bank (where appropriate)

## 10.2 LETTER OF ACCEPTANCE - TEMPLATE

[on letterhead paper of the Purchaser]

Date.....

To: Name and address of the Supplier

Subject: Notification of Award

This is to notify that your sealed bid related to bid notice dated ..... 2021 for supply and delivery of Package ..... for the Contract price of Nepalese Rupees ..... (in words: ..... only) has been accepted by us in accordance with the Instruction to Bidders.

You are hereby informed to contact this office for formal contract agreement latest by ..... 2021 before 5:00 PM accompanying an unconditional performance security of NRs. .... (in words: ..... only) from a "A" class commercial bank specified by Nepal Rastra Bank in favour of ELAM/HELVETAS Nepal, Dhobighat-3, . The validity of performance security must be 90 days. As per the Conditions of Contract, you are also required to submit performance guarantee, as specified in the format included in the Bidding Document.

In case you fail to furnish the performance security and to sign the contract within specified period, the purchaser reserves the right to cancel this award notification.

Authorized Signature: .....

Name and Title of Signatory: