Provincial Government
Ministry of social development
Health Directorate
District Hospital Siraha
Siraha, Nepal

Procurement of ICU & COVID Related Medical equipment

Provision Concerning Procurement to be Made in Special Circumstances

IFB NO. SIRHOS/Covid-19/9/2076/077

Issued on:-.....
Issued to:-.....
Dispatch No:- .....
Date:-

मेडिकल सुपरिटेण्डेण्ट

Abbreviations

BDS ..... Bid Data Sheet

BD..... Bidding Document

DCS ..... Delivery and Completion Schedule

DP .....Development Partner

EQC .....Evaluation and Qualification Criteria

GCC .....General Condition's ofContract

GoN ..... Government of Nepal

ICC..... International Chamber of Commerce

IFB .....Invitation for Bids

ITB.....Instructions to Bidders

LGRS .....List of Goods and Related Services

NCB .....National Competitive Bidding

PAN .....Permanent Account Number

PPMO .....Public Procurement Monitoring Office

SBD ..... Standard Bidding Document

SBQ ..... Schedule of Bidder Qualifications

SCC.....Special Conditions of Contract

SR .....Schedule of Requirements

TS..... Technical Specifications

VAT..... Value Added Tax

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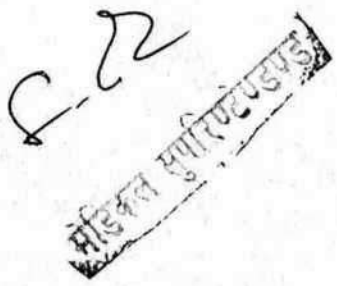

Provincial Government
Ministry of social development
Health Directorate
District Hospital Siraha
Siraha, Nepal

Invitation for Bids for the Procurement of ICU and Covid Related Medical Equipment

Contract Identification No: **IFB NO. SIRHOS/Covid-19/9/2076/077**

Date of publication:- June 13, 2020

1. Siraha Hospital Siraha invites bids from eligible bidders for the procurement of Machines and Equipment items For COVID -19 Controls and Prevention ***under*** **Provision Concerning Procurement to be made in Special Circumstances** procedures as specified in Public Procurement Act and Regulations.
2. The bidder may submit the bid for single or more slices as mentioned below and offer discounts/ cross discounts. Evaluation will be done item by item basis, with contracts awarded based on the award combination that is of least cost to the Purchaser.
3. The bidder may submit the bid for based on itemwise or package as mentioned below and offer discounts/ cross discounts. Evaluation will be done on itemwise or package basis, with contracts awarded based on the award combination that is of least cost to the Purchaser

S.N.	Contract Identification No.	Description Of Goods	Cost of Biddings Documents non-Refundable(NRs.)	Amount of Bid Security (NRs.)	Bid Security Validity
	SIRHOS/COVID-19/09/2076/077-package 1	COVID-19 and ICU Related Medical Equipment	NRs. 3,000.00	As per BOQ	90 days from tender opening date

4. Eligible Bidders may obtain further information and inspect the bidding documents at the office of District Hospital Siraha and visit : www.mosd.p2.gov.np and www.sirahahospital.gov.np
5. A complete set of bidding documents is available in www.mosd.p2.gov.np Bidders have submitting their bid should deposit the **NRs 3,000.00** cost of bidding document in the following place as specified below:
   Name of the Office: District Hospital, Siraha
   Administration Department
6. Sealed Hard copy bids must be submitted to the District Hospital Siraha by hand on before 12.00 hour on 20th June, **2020.** Bids received after this deadline will be rejected.
7. The bids will be opened in the presence of Bidders' representatives who choose to attend at **14:00** hours on 20th June,**2020** at the office of District Hospital Siraha Nepal.
8. Bids must be valid for a period of **90 days** from the date of bid opening and must be accompanied by a bid security amount mention in above table which shall be valid for **30** days beyond the validity period of the bid. The Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in **Deposit Account Name: Province treasury controller Office, Siraha. Deposit No 2130502000000** at Rastriya Banijya Bank, Siraha .Distric Hospital Office Code no: 350001601
9. 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.

Medical Superintendent

Provincial Government
Ministry of social development
Health Directorate
District Hospital Siraha
Siraha, Nepal

Invitation for Bids for the Procurement of ICU and Covid Related Medical Equipment

Contract Identification No: **IFB NO. SIRHOS/Covid-19/9/2076/077**

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S.N.	Contract Identification No.	Description Of Goods	Cost of Biddings Documents non-Refundable(NRs.)	Amount of Bid Security (NRs.)	Bid Security Validity
1	SIRHOS/COVID-19/9/2076/077-package 1	Patient Monitor, 5- parameters	NRs. 3,000.00	56550	90 days from tender opening date
2		Patient Monitor, 7-parameters		14670	
3		Central Monitor		9441	
4		ICU Bed, Electric		81360	
5		ABG Machine		31200	
6		Defibrillator		23055	
7		Ventilator		242280	
8		Syringe pump		14175	
9		Infusion Pump		13050	
10		Suction machine		4080	
11		Portable X-Ray		17190	
12		ECG Machine		17310	
13		Oxygen Concentrator		10350	
14		IV Stand		8025	
15		Ambu Bag		630	
16		Glucometer		900	
17		Nebulizer		555	
18		Medicine Trolley		11850	
19		Needle Destroyer		276	
20		Autoclave, Electric		7209	
21		USG(Color Doppler), Portable		42205	

प्रदेश सरकार
प्रदेश नं. २
सामाजिक विकास मन्त्रालय
प्रदेश स्वास्थ्य निर्देशनालय
जिल्ला अस्पताल, सिरहा

12. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Siraha Hospital Siraha and visit : www.mosd.p2.gov.np and wwww.sirahahospital.gov.np
13. A complete set of bidding documents is available in www.mosd.p2.gov.npBidders have submitting their bid should deposit the **NRs 3,000.00** cost of bidding document in the following Rajaswa (revenue) place as specified below:

    Name of the Office: Siraha Hospital, Siraha
14. Sealed Hard copy bids must be submitted to the Siraha Hospital Siraha by hand on before 12.00 hour on 20th June , **2020.** Bids received after this deadline will be rejected.
15. The bids will be opened in the presence of Bidders' representatives who choose to attend at **14:00** hours on 20th June ,**2020** at the office of Siraha Hospital Siraha Nepal.
16. Bids must be valid for a period of **90 days** from the date of bid opening and must be accompanied by a bid security amount mention in above table which shall be valid for **30** days beyond the validity period of the bid. The Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in **Deposit Account Name: Province treasury comptrollor Office, Siraha. Deposit No 2130502000000** at RastriyaBanijya Bank, Siraha .Distric Hospital Office Code no: 350001601

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Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	1.1 The Purchaser ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification of contracts are ***indicated in BDS***. 1.2 Throughout this Bidding Document: (a) the term "in writing" means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) "day" means calendar day.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds. 2.3 Public Entity's Resources Funded.
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the

	procurement and execution of such contracts. In pursuance of this:; (a) the Purchaser adopts, for the purposes of this provision, the terms as defined below: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information and (vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following :abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard. (b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;
	(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the

	situation. (d) DP will impose remedial actions on a firm or an individual, at anytime, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and (e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
	3.2 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 off acts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing 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, (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one(1) to three(3)years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) If it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed

	contract. (d) if the Successful Bidder fails to sign the Contract.
	3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal. 3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.
	3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3.
4. Eligible Bidders	4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***. 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of parteners in JV shall be as **specified in BDS** .In the case of a JV: (a) All parties to the JV shall be jointly and severally liable ;and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. 4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding

	this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser. 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 4.7 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects. 4.9 The domestic Bidder who has obtained Permanent Account Number(PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue

	Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible
5. Eligible Goods and Related Services	5.1 Allgoodsandrelatedservicestobesuppliedunderthecontractareeligible, unless their origin is from a country ***specified in the BDS***. 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown ,or produced, or the place from which the related services are supplied 5.3 The origin of goods and services is distinct from the nationality of the Bidder.
6. SiteVisit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts1,2,and3,which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB9. **PART1 Bidding Procedures** • Section I. Instructions to Bidders(ITB) • Section II. Bid Data Sheet(**BDS**) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Requirements **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract(GCC)

	• Section VII. Special Conditions of Contract (SCC) Section VIII. Contract Forms 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation forbids. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8. Clarification of Bidding Document/Pre-bid meeting	8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the BDS***. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders before the deadline for submission of Bids at the place,date and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem itnecessary to amend the Bidding Document as a result of a clarification, it shall do so followingtheprocedureunderITB9andITB**24.2**.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 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 National newspaper. 9.3 To give prospective Bidders reasonable time in which to take an

	addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**.

C. Preparation ofBids

10. Cost of Bidding	10.1 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, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a) Bid Submission Letter and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and16; (b) Bid Security in accordance with ITB21; (c) alternative bids, if permissible, in accordance with ITB14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder"s eligibility tobid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder"s qualifications to perform the contract if its Bid is accepted; and ***(h)*** any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, ***required in the BDS.*** 12.2 The Bidder is solely responsible for the authenticity of the submitted documents.

13. Bid Submission Letter and Price Schedules	13.1 The Bidder shall submit the Bid Submission Letter using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
14. Alternative Bids	14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.
15. Bid Prices and Discounts	15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract. **15.2** Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall beapplied in accordance with ITB**32.3** 15.3 Prices quoted by the Bidder shall be fixed during the Bidder"s performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB **31**. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. 15.4 The Bidder's separation of price components in accordance withITB15.1above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to

	contract on any of the terms offered. 15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission letter.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB4,Bidders shall: (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. (c) submit the copy of the documents as ***specified in BDS***.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 18.3 Standards for workmanship, process, material, and equipment, as wellas references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser"s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
19. Documents	19.1 The documentary evidence of the Bidder"s qualifications to perform the

Establishing the Qualifications of the Bidder	contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided. 19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB3.3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive. 20.2 In exceptional circumstances,priortotheexpirationofthebidvalidity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in

	writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period .A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The **Bidder** shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) original copy of cash deposit voucher in the **Purchaser** 's Account as ***specified inBDS***. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended. The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. 21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, 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. 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB42. 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once

	the successful Bidder has signed the Contract Agreement and furnished the required Performance Security. 21.6 The Bid Security may be forfeited: (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB20.2 (i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission. (b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause29.1; (c) a Bidder involves in fraud and corruption pursuant to clause3.1; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB41.1; (ii) sign the Contract in accordance with ITB 42.1;or (iii) accept the correction of arithmetical errors pursuant to clause 33. 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).
22. Format and Signing of Bid	22.1 The Bidder shall prepare bid as described in ITB 12 and shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. 22.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of	23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Bidders submitting bids electronically shall follow the electronic bid submission procedures

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Bids	***specified in the BDS.***
	23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then been closed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2.1 and23.2.2. 23.2.1 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB23.1;and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING". 23.2.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid. 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative,and

	shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. ii) E-submitted bids. 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process. 26.3 In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof. 26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time. 26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.
27.Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the bid opening in public in the presence of bidder or its representative who choose to attend at the address, date and time ***specified in the BDS***. The opening committee shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee. Electronically submitted bid shall be opened at first in the same time and date as ***specified above***. Electronic Bids shall be opened one by one

and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.

27.2 Before opening the bids the **opening committee** shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB25.1.

27.4 The **opening committee** shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders" representative's who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders representatives who are present shall also be requested to sign an attendance sheet.

E. Evaluation and Comparison of Bids

28.Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter,informationwillbedisclosedinaccordancewithITB40.1. 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid. 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29.Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
30.Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31.Determination of Responsiveness	31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB12. 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

	(d) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (e) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids . 31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation. 31.4 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.
32.Non-material Non-conformities	32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid. 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

	32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
33.Correction of Arithmetical Errors	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: a) 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, 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 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) and (b)above. 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.
34. Goods manufactured in Nepal to be procured	34.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids. 34.2 for granting such preference pursuant to 34.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more than 30percent. 34.3 In case of granting preference, the bid shall be compared (for bid comparison only) by adding an amount equal to 15 percent of the bid price of the such Goods manufactured in Nepal to the bid price of Goods manufacture outside Nepal and lowest evaluated bid shall be determined.
35.Evaluation	35.1 The Purchaser shall evaluate and compare each Bid that has been

and Comparison of Bids	Determined, up to this stage of the evaluation, to be substantially responsive. 35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. 35.3In 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 "bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
36.Post-qualification of the Bidder	36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder"s qualifications submitted by the Bidder, pursuant to ITB19. 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder"s capabilities to perform satisfactorily.
37.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

38.Award Criteria	38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39.Purchaser's Right to Vary Quantities at Time of	39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without

Award	any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
40.Notification of Intention to Award	40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted thebid. 40.2 IfnobiddersubmitsanapplicationpursuanttoITB43.1withinaperiodof seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated to thebiddertofurnishtheperformancesecurityandsignthecontractwithin fifteendays. 40.3 In Case, a corruption case is being filed to Court against the NaturalPerson 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.
41.Performance Security	41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form 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 less than the approved cost estimate, the performance security amount shall be 5(five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.
	41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture ofthe Bid Security and black listing. In that event the Purchaser may award

	the Contract to the next lowest evaluated Bidder whose offer is Substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
42. Signing of Contract	42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB41. 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
43.Complaint and Review	43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds. 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed. 43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB43.1: (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) Whether or not to reject a application. No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***. 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and

	Furnishing the relevant documents, provided that its Bid amount is abovetheamountasstatedinITB43.3.Theapplicationmaybesentby hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself. 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed. 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB43.3. 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee. 43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant toITB 43.4. 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed. 43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuanttoITB43.9, within seven (7) days of such decision made. 43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected bythe Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be for feited.
44. Publication of contract award notice	44.1 Within three days of contract signing, the Public Entity shall publish a noticeonthecontractawardwithfollowinginformation:initsnoticeboard 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. 44.2ThePurchasershallpromptlyrespondinwritingtoanyunsuccessfulBidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 44.1, requests in writing the grounds on which its bid was not selected.
45.Provision of PPA and PPR	45.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of these documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	Name of the Purchaser**: Siraha Hospital Siraha, Province 2, Nepal**
ITB 1.1	Name and Identification number of the Contracts: **SIRHOS/Covid-19/9/2076/077 ,Procurement of ICU equipment and COVID Related Medical equipment**
ITB 2.1	Source of Fund: **Covid-19 Provincial *GoN Funded***
ITB 4.1	Bidders from the following countries are not eligible: **Not applicable**
ITB 4.9	The foreign Bidder at the time of bid submission: ▪ Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate at the time of bid submission. ▪ Declaration of a local agent and commissions to be paid to the local agent at the time of contract sign
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: ***"Not Applicable"***
B. Bidding Document	
ITB 8.1	For **clarification purposes** only, the Purchaser"s address is: Attention: **The Me. Su.** Name of the Purchaser: Siraha Hospital Siraha**, Province 2, Siraha, Nepal.** City/Town:- Siraha District: - Siraha Country: - Nepal Mobile no. :- 9801634744 Facsimile Number:- Electronic Mail Address:- sirahahospital@gmail.com
ITB 8.2	Pre-Bid meeting ***"shall not"*** be organized.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (h)	The Bidder shall submit the following additional documents with its Bid:

	For Nepali Bidders: 1. Up to date Firm/Company Registration Certificate 2. Tax clearance certificate for FY2075/076 3. VAT/PAN registration certificate
ITB 14.1	Alternative Bids ***are not*** permitted
ITB 15.3	**The prices quoted by the Bidder shall : *not be Adjustable***
ITB 17.1 (c)	The Bidders shall submit: **(i) Copy of Firm/ Company Registration Certificate** **(ii) Copy of VAT and PAN Registration Certificate,** **(iii) Tax Clearance Certificate of fiscal year 2073-74, FY 2074-75, 2076-77** **(iv)** Evidential document to Substantiate the eligibility, qualification and complete of Technical Specifications (original Product Datasheet/ Technical Catalogues and relevant document to support the technical specification.
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements.
ITB 19.3	The Bidder ***is*** required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be ***insert 90*** days.
ITB 21.1	The bid must be accompanied by bid security, amounting to a ***minimum for*** ***As per BOQ*** which shall be ***valid for minimum 30 days*** beyond the bid validity period
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account.: **Account Name: Province treasury comptroller Office, Province 2. Deposit No 2130502000000** at Rastriya Banijya Bank, Siraha .District Hospital Office Code no: 350001601and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.1	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids **"By Hard Copy Only"**

ITB 24.1	For bid submission purposes only, the Purchaser's address is: **Siraha Hospital Siraha, Province 2, Siraha Nepal.**
ITB 24.1	The deadline for bid submission is: Date:- 20**th July 2020 Time: 12:00 Hours**
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a governmentholidaythenthenextworkingdayshallbeconsideredasthelastday without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: 20**th June 2020** Time:- 02:00 PM (14:00 Hours) Place:- Siraha Hospital Siraha, **Province 2, Siraha, Nepal**
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be:NA
E. Evaluation and Comparison of Bids	
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased / Decreased is: As per Tender Notice
ITB 40.1 and 40.2	The Clauses have been suspended and changed as follows: **The Purchaser shall notify the Concerned Bidder whose bid has been selected in accordance with ITB 38.1 immediately as the selection ofthe bid, in writing that the Purchaser has accepted his/her bid and shall inform the Notification of Award via the Letter of Acceptance included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted thebid.** **The notifications to the bidder shall be to furnish the performance security and sign the contract within 2 days**
ITB 41.1	The clause has been suspended and changed as follows: **Within2 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security of the bid price accepted for award, using for that purpose the Performance Security Form included in Section VII, Contract Forms, or another form acceptance to the Purchaser.**

ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
ITB 43.9	The bidder, filling application pursuant to ITB 43.4,shall have to furnish a cash amount ot Bank guarantee equal to 1 % of its bid price

Section II. Evaluation and Qualification Criteria

Evaluation Criteria

Criteria for Bid evaluation are to be determined case by case basis. Select as appropriate from criteria listed in ITB 35.2. Retain only the evaluation method to apply and the relevant parameters in ITB 35.2 corresponding to the retained criteria.

a) Delivery schedule: Relevant parameters of delivery: As specified in delivery and completion schedule

b) Deviation in payment schedule: is not permitted.

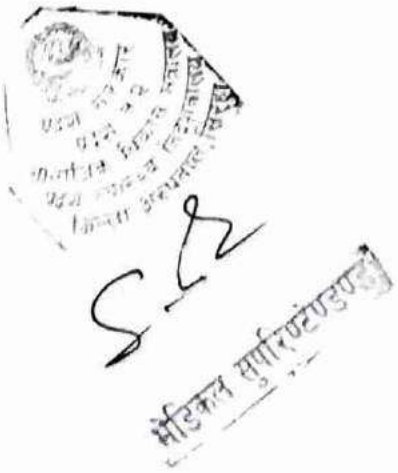
c) Spare parts and after sales service facilities NA

Qualification Criteria

[The Procuring Entity may specify [if required] any or all Qualification Requirements taking into consideration of the nature, value and complexity of the Goods to be procured. Some of the examples are as follows:

a) **Bidder's average annual turnover over the past three years shall be at equal the quoted and evaluated value. The bidder shall demonstrate compliance with this requirement through submission of Tax Clearance Certificate for the FY 2073-74, FY 2074-75 and FY2075-76.**

b) **Bidder shall provide documentary evidence demonstrating that it has at least three (3) Years of experience of supply of various items.**



Section IV. Bidding Forms
Table of Forms

1. Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head Clearly showing the Bidders Complete name and address)

Date:_____
Contract No.:
_____
Invitation for Bid No.:_____

To:_____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:_____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services:_____
_____;

(c) Thetotalpriceofour Bid,excludinganydiscountsofferedinitem(d)belowis:_____
_____;

(d) The discounts offered and the methodology for their application are:_____
_____
_____
_____
_____;

(e) Our Bid shall be valid for a period of ..... [***Insert 90 or 120***] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain bindinguponusandmaybeacceptedatanytimebeforetheexpirationofthatperiod;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount as specified in ITB 41 for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(h) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(i) We understand that this 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.

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(k) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(l) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name_____

In the capacity of_

Signed

Duly authorized to sign the Bid for and on behalf of

_____

Date_____

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.]

Date..... *[insert date (as day, month and year)of Bid Submission]*

Page_____of _____ pages

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:	

3. Joint Venture Information Form

Lead Partner	Name of the Lead Partner in Joint Venture: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	

4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

5. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last …… Years	
Year	**Amount (inNRs)**
Average Annual Turnover	

6. Financial ResourcesForm

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	**Source of financing**	**Amount (in NRS)**
1		
2		
3		

Note : If Bidder's proposed source of financing is Line of Credits, the letter from the Bank must be in the prescribed format and stated details/terms and conditions as per the Bid Forms "Letter of Commitment for Bank's Undertaking for Line ofCredit"

Special Notes

1) **While setting the Qualification Criteria of Supplier, Public entity may specify the requirement of current assets of supplier as per the nature of machines and accessories.**
2) **Public entity shall consider either cash or overdraft or line of credit facilities as option as per the nature of Machines to be supplied, if needed.**
3) **In case, if line of credit is required for qualification purpose to demonstrate the current assets of supplier, supplier shall furnish the line of credit in attached format.**

7. Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth

8. Specific Experience Form

Bidder's Legal Name: ____ _____ Date: _____ IFB No.:

Page_____of _____pages

Similar Contract	Information		
Contract Identification	_____		
Award date Completion date	_____ _____		
Total Contract amount	_____ _____		Currency____
Description of the contract performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____%	_____	Currency____
Purchaser"s Name:	_____		
Purchaser"s Address:			
Purchaser"s Telephone/fax number: Purchaser"s E-mail:	_____ _____ _____ _____		

The Bidder shall complete this form for each contract completed/in progress.

Price Schedule For Goods

Package -1

Name of Bidder _____ Invitation for Bid No.:_____

Item	Description	Country of Origin	Quantity	Unit	Unit price (in NRs)		Total price (in NRs) (cols. 4x5)
					In Figure	In Words	
1	2	3	4		5		4x5=6
1	Ventilator		3				
2	Patient Monitor, 5-parameters		10				
3	Patient Monitor, 7-parameters		1				
3	Central Monitor		1				
4	Defibrillator		1				
5	ECG Machine		2				
6	Infusion Pump		5				
7	Syringe Pump		5				
9	ICU Bed		10				
10	ABG		1				
11	Suction Machine		4				
12	Portable X-Ray		1				
13	Oxygen Concentrator		3				
14	IV Stand		50				
15	Ambu Bag		5				
16	Glucometer		10				
17	Nebulizer		5				
18	Medicine Trolley		10				
19	Needle Destroyer		2				
20	Autoclave		1				
21	USG(Color Doppler), portable		1				
						Total	
						VAT	
						Grand Total	

Name_____

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

[Tender to be quoted individually and decision will be made on individual or packagewise basis]

---

[1] The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

Bid Security

[This is the format for the Bid Security to be issued on the letter head by a Commercial Bank or Financial Institution negligible to issue Bank Guarantee as per prevailing Law specified by Nepal Rastra Bank]

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

Date: ***[insert date]***

Beneficiary: ***[insert Name and Address of Purchaser]***

BID GUARANTEE No.: ***[insert number]***

We have been informed that ***[insert name of the Bidder]*** (here in after called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No. ***[insert IFB number]*** ("the IFB").

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

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modifies its Bid:

i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB");or

(c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB ;or

(d) having been notified of the acceptance of its Bid by the Purchaser 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.

(e) Is involved in fraud and corruption in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction

of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a

copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30)days after the expiration of the Bidder's bid which comes to be ***[insert the date]***.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name_____

In the capacity of

_____

Signed

Duly authorized to sign the Bid Security for and on behalf of

_____

Date

Letter of Commitment for Bank's Undertaking for Line of Credit

Bank's Name, and Address of Issuing Branch or Office (On Letter head of the commercial bank or Financial Institution)

Invitation for Bids No: Date:

Contract No:

Name of Contract :

To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [*insert number*]

We have been informed that*[name of Bidder]*(herein after called "the Bidder") intends to submit to you its Bid (herein after called "the Bid") for the execution of the Contract of ***[description of Contract]*** under the above Invitation for Bids (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, the Bidder's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Bidder, we *[name and address of the Bank]*do hereby agree and undertake that [*name and address of the Bidder*] will be provided buys with a revolving line of credit, in case awarded the Contract, for execution of the Contract viz.[*insert name of the Contract*],for an amount not less than NRs.....[*infigure*](*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until ***[Insert "Initial Contract Period"]*** months by the Procuring Entity.

In witness whereof, authorized representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

Manufacturer's Authorization Letter

[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date:_____

IFB No.:_____

To:_____

WHEREAS_____ who are official manufacturers of _____ having factories at_____ do here by authorize _____ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us _____ and to subsequently negotiate and Sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name_____

In the capacity of:_____

Signed_____

Duly authorized to sign the Authorization for and on behalf of

_____

Date_____

प्रदेश सरकार
प्रदेश नं.२
सामाजिक विकास मन्त्रालय
प्रदेश स्वास्थ्य निर्देशनालय
जिल्ला अस्पताल, सिरहा

मेडिकल सुपरिटेण्डेण्ट

Section V. Schedule of Requirements

Contents

List of Goods and Related Services

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specifythequantitiesofeachoftheGoodsandRelatedServicesthatthePurchaserrequires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.

If the Goods and Related Services are grouped in lots, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots or not. For example:

The Goods and Related Services are in Packages.

Procurements of ICU equipment and COVID related equipment				
Item No.	**Name of Goods or Related Services**	**Description**	**Unit of Measurement**	**Quantity**
1	**As PER BOQ**	**As Specification Provided**	**As Per Delivery Schedule**	**As Per Delivery Schedule**

Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

(I) in case of Delivery schedule is determined as evaluation criteria

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
1	Package 1 Items	As Per BOX	pcs	District Hospital Siraha , Siraha, Nepal	Within 7 days from the date of signing of the contract

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include the as a part of the Procurement Document, as applicable to each Contract.

Technical Specifications

Package -1

Technical Specifications

1. Ventilator

2.

S.N.	Purchaser's Specifications	Bidder's Proposed Specification	Pg.no in catalogue
	Ventilator- Neonate to Adult		
	Manufacturer		
	Brand		
	Type / Model		
	Country of Origin		
1	**Description of Function**		
1.1	Paediatric& Adult Ventilators provide artificial respiration support to pediatric and adults in ICU, with high performance turbine or with air compressor.		
2	**Operational Requirements**		
2.1	Must be microprocessor/computer controlled ventilator or latest technology		
2.2	Should be usable for Adult, Pediatric patients and upgradable to neonate patients		
3	**System Configuration**		
3.1	Ventilator- Neonate to adult with company made trolley, Servo controlled humidifier, turbine based or medical AirCompressor with all complete accessories.		
4	**Technical Specifications**		
4.1	Should work on electrical sources: External AC and internal battery rechargeable battery backup for at least 1 hour or more for the main unit		
4.2	Must have an integrated color touch screen at		

	least 12" or more, showing all the set ventilator parameters, loops of breathing parameters, curves of pressure, flow, volume etc. on clear display.		
	MODES OF VENTILATION		
4.3	Should have Assist Control and SIMV modes, in both pressure and volume modes.		
4.4	Should have additional modes such as APRV, Bilevel with PS , Non- Invasive Ventilation (NIV), CPAP, PSV-TV, PRVC or APCV-TC, PSV-TV		
	SETTING OF VENTILATOR:		
4.5	Should have the at-least the following range of settings		
4.6	a. Should be able to be programmable for Adult & Pediatric separately on switching on the equipment		
4.7	b. Setting of modes should be user friendly and have volume based and pressure based modes separately, along with provision for noninvasive ventilation		
4.8	c. Tidal volume from 0 – 2000 ml or more		
4.9	d. Respiratory rate- upto 120 bpm or better		
4.10	e. PEEP-off, 2 to50 Cm H2O		
4.11	f. Fio2- 21% to 100%		
4.12	g. Peak Flow -160 LPM or better		
4.13	h. Automatic leak Compensation : Max 80 l/m		
4.14	i. Trigger : Both flow and pressure		
4.15	j. Pressure Support : 0 to 60 cmH2O		
	DISPLAY		
4.16	Must monitor/display the following set and delivered parameters of ventilator settings:		
4.17	i. Tidal volume- Inspiratory and expiratory		
4.18	ii. Minute volume- Inspiratory and expiratory		
4.19	iii. Peak, mean and plateau pressure		
4.20	iv. PEEP		
4.21	v. I:E ratio		
4.22	vi. Inspiratory time		
4.23	vii. Rate- total and spontaneous		
4.24	viii. Compliance- static & dynamic		
4.25	ix. Resistance		
4.26	x. Fio2- set and delivered		
4.27	Must provide at least 72 hours trending and browsing of monitored parameters.		
	ALARMS		
4.28	Must provide for user adjustable alarms for the following with built in default setting		
4.29	a. Respiratory (high and low)		

4.30	b. Minute volume (high and low)		
4.31	c. Pressure (high and low)		
4.32	d. FiO2 (high and low)		
4.33	e. Tidal Volume (high and low)		
4.34	f. Apnea		
4.35	g. Gas supply failure		
4.36	Must also have warming alarms of both auditory and visual for the following		
4.37	a. Low O2 pressure		
4.38	b. Patient disconnect		
4.39	c. Check sensor on malfunction for flow and O2 sensor		
4.40	d. Low battery		
4.41	e. AC Disconnect		
4.42	Should have provision for logbook of 100 events including alarms		
4.43	Should be upgradable to in-built ETCO2 monitoring mainstream/sidestream on the same screen with capnography and values.		
4.44	Should have electromagnetic flow sensors unaffected by humidity for longer life of flow sensors and should not be proximal flow sensor which might be damaged when accidentally falls		
4.45	Should have Inspiratory-synchronized integrated nebulizer that can work on both enriched O2 and normal air for effective management of drug delivery in the lower airway		
	Medical Air Compressor(If turbine based no need of below mentioned points):		
4.46	Imported Medical Air compressor		
4.47	Snap fit with the Ventilator module to provide an oil free Medical air.		
4.48	Peak output flow must be minimum 160LPM		
4.49	Air quality must comply with ISO compressed air purity class.		
4.50	Medical Air Compressor must automatically activate in the event of wall air supply loss.		
4.51	Replacement of internal filters must be performed without removing the compressor		
4.52	Must have washable air filter.		
5	**Accessories, spares and consumables**		
5.1	**Accessories:**		
a.	Humidifier -Servo controlled -1		
b.	a. 1 each autoclavable circuits of adults and pediatrics		
c.	b. Test lung with each unit		
	c. O2 high pressure hoses with supply line filters 5 meters		

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. Bidders must specify the quantity of every item included in their offer(including items not specified above).		
6	**Operating Environment**		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply ,Climate ,Temperature ,Humidity ,etc.		
6.2	Powersupply:220 240VAC,50Hzfittedwithappropriateplug. The power cable must be at least 3 metre in length.		
7	**Standards and Safety Requirements**		
7.1	Must submit ISO13485 or better for Medical Devices.		
7.2	Must submit European CE (93/42 EEC Directives)		
7.3	Certified to be compliant with ANS/IEC60601.2.12-01 Medical Electrical Equipment—Part 2-12; Particular Requirements for the Safety of Lung Ventilators—Critical Care Ventilators		
8	**User Training**		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	**Warranty**		
9.1	Comprehensive warranty for 2 years after acceptance.		
10	**Maintenance Service During Warranty Period**		
10.1	During the warranty period supplier must ensure planned preventive maintenance(PPM)along with corrective/breakdown maintenance whenever required.		
11	**Installation and Commissioning**		
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.		
12	**Documentation**		
12.1	User (Operating) manual in English		
12.2	Service (Technical / Maintenance) manual in		

	English		
12.3	Certificate of calibration and inspection from factory		

Note:

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

2. Technical specification of Patient Monitor 5 parameters

S.N	Purchase's Specifications	Bidder's Offer	Pg.no in catalogue
	Patient Monitor 5 parameters		
	Manufacturer		
	Brand		
	Type /Model		
	Country Of Origin		
1	Description Of Function		
1.1	It should be suitable for usage in operation room and ICU capable of monitoring ECG,SPO2, NIBP, Respiration Rate, Temperature		
2	Operational Requirement		
2.1	It shall operate on AC power supply as well as built-in-battery.		
3	System Configurations		
3.1	Multiparameter monitor with complete accessories.		
4	Technical Specification		
4.1	Should have at least 12.1" TFT color LCD screen		
4.2	Should finish all operation by keys and knobs		
4.3	Should be applicable for adult, paediatric & neonate patients		
4.4	Should have sync display of 8 –lead ECG		
4.5	Monitoring contents, scan speed , volume and output content could be set optionally		
4.6	Waveform and parameters color could be set optionally		
4.7	Alarm Items: technical alarm, physiological alarm and arrhythmia alarms		
4.8	Should have digital SPO2 technology, which strong has anti interference and anti weak filling capacity		
4.9	Should have trend review for 480 hour, review for 2400 groups of BP data		
4.10	Should have facility of calculation of drug concentration		

4.11	Should have facility of central monitoring station, other bed observation and software update		
4.12	Archive data storage and software updating by USB interface or equivalent		
4.13	Should have built-In rechargeable battery for uninterrupted monitoring		
4.14	Should have anti-high frequency surgical unit, defibrillation proof		
4.15	Should have facility to upgrade analysis function for heart rate variability(HRV) as optional feature		
4.16 ECG:			
	Should be able to monitor ECG through 5-Lead patient cable		
	Should be able to display Lead I,II,III, aVR, aVL, aVF, V		
	Should be able to monitor heart rate from 15-350 bpm		
	Should have ST segment monitoring		
4.17 SPO2			
	Should use digital technology for monitoring SPO2		
	Should have measuring range form 0-100 %		
	Should have alarm range: 0-100 %		
	Pulse rate measuring range: 30-250 bpm		
4.18 NIBP:			
	Should have oscillometric method for measurement of NIBP		
	Mode: Manual, Auto, Continual		
	Should have systolic measuring range of 40-270 mmHg		
	Should have diastolic measuring range of 10-215 mmHg		
4.19 Respiration:			
	Method: impedance between R-F (RA-LL)		
	Respiration Rate: 0-150 rpm		
4.20 Temperature:			
	Channel-02		
	Measuring range: 0~50 degree Celsius		
5	Accessories, Consumables & Spare Parts		
5.1	Each monitor should be supplied with standard accessories		
6	Operating Environment		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
7	Standards & Safety Requirements		
7.1	Must submit ISO13485:2003/AC:2007 AND		
7.2	Must submit CE and USFDA approved product		

	certificate		
7.3	Must Submit IEC Certificate		
8	User Training		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	Maintenance Service During Warranty Period		
10.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance whenever required.		
11	Installation and Commissioning		
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.		
12	Documentation		
12.1	Catalogue must be submitted		
12.2	Authorization letter of the product should be submitted		
12.3	User (Operating) manual inEnglish.		
12.4	Service (Technical / Maintenance) manual in English		
12.5	Certificate of calibration and inspection from factory		

Note:

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

3. Technical Specification for Patient Monitor 7 parameters

S.N.	Purchaser's Specifications
	Patient Monitor 7 parameter
	Manufacturer:
	Country Of Origin:
	Made In:
	Model No.
	Type/Brand
1	**Description of Function**
1.1	For monitoring vital signs of all patient categories, at bedside or during transportation.
2	**Operational Requirements**
2.1	It shall operate on AC power supply as well as built-in battery.
3	**System Configuration**
3.1	Patient Monitor, portable with complete accessories.
4	**Technical Specifications**
4.1	Monitor should work in pediatric to adult.
4.2	Trolley should be made of 304 grade of S.S. rolling stand with basket, having electric plug fitted in the trolley, handle to drive the trolley for easy movability and should be wall mountable as well . Trolley and/or wall mount should be supplied according to the need of the customer/department
4.3	Parameters monitored: ECG, Respiration Rate, SpO2, Noninvasive blood pressure (NIBP) and Temperature measurements, IBP & ETC02
4.4	24 hours real time ECG waveform storage and replay.
	Should have 3/5 lead ECG Display.
4.5	12/24/96-hour trend graph and data storage.
	At least 4 wave form display or more.
4.6	NIBP oscillometric step deflation, manual/automatic, initial inflation pressure user selectable
4.7	High resolution of 800 X 600 dots or more and at least 10"or above TFT Color, touch screen display monitor.
4.8	Enlarged vital sign values to facilitate viewing from distance
4.9	The monitor should be able to detect sudden blood pressure change between the periodic NIBP measurement.
4.10	Sweep adjustable to 12.5, 25 or 50mm/second.
4.12	Sensitivity (amplitude) of all signals user adjustable.
4.13	User pre-set of high/low alarms on all monitored parameters.
4.14	Audio-visual alarm in case measurements are outside pre-set range.
4.15	Silencing feature for audio alarms.
4.16	Safe to work with defibrillator, electric knife and pacemaker
4.17	Battery backup for at least 3 hours
4.18	Should have 3 traces recorder.
4.19	Future upgradability : Possibility to connect for the central monitor and HIS/BIS if needed
5	**Accessories, spares and consumables**

5.1	**Accessories:**
	1 x Mounting bracket for fixation to standard bed/wall rail and mobile pole/stand/ trolley NIBP accessories: • 1 x NIBP hose • Blood pressure cuff (1 x large adult, 1 x medium adult) ECG accessories • 1 set 3 lead cables • 1 set 5 lead cables • 1 x Electrode gel, bottle 350ml Pulse oximetry (SpO2) sensors with cable and plug with NELLCORE Technology. • 1 x Adult size, reusable clip-on type
S.N.	**Purchaser's Specifications**
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. Bidders must specify the quantity of every item included in their offer (including items not specified above).
6	**Operating Environment**
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The condition include Power Supply, Climate, Temperature Humidity, etc
6.2	Power supply: 220 – 240 V AC, 50Hz fitted with appropriate plug. The power cable must be atleast 3m in length.
7	**Standards and Safety Requirements**
7.1	USFDA approved product certificate. and CE certificate must be present.
7.2	Shall meet IEC-60601-1-2:2001 General Requirements of Safety for Electromagnetic Compatibility.
7.3	Safety requirements as per IEC 60601-2-27:1994—Medical electrical equipment—Part 2: Particular requirements for the safety of electrocardiographic monitoring equipment.
8	**User Training**
8.1	Must provide user training (including how to use and maintain the equipment).
9	**Warranty**
9.1	Comprehensive warranty for 2 years after acceptance.
10	**Maintenance Service During Warranty Period**
10.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance whenever required.
11	**Installation and Commissioning**
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
12	**Documentation**
12.1	User (Operating) manual in English.
12.2	Service (Technical / Maintenance) manual in English
12.3	List of important spare parts and accessories with their part number and costing.
12.4	Certificate of calibration and inspection from factory.
12.5	Catalogue of the product must be submitted
12.6	Manufacturer's Authorization or Local Distributor Authorization (Manufacturer's Authorization to the main Distributor is also required in case of Local Authorization) must be submitted

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

4. Technical Specification of Central Monitor

S.N	Purchase's Specifications	Bidder's Offer	Pg.no in catalogue
	Central Patient Monitor		
	Manufacturer		
	Brand		
	Type /Model		
	Country Of Origin		
1	Description Of Function		
1.1	It should be suitable for usage as central monitor		
2	Operational Requirement		
2.1	It shall operate on AC power supply as well as built-in-battery.		
3	System Configurations		
3.1	Central monitor with complete accessories.		
4	Technical Specification		
4.1	Central Monitor system suitable for minimum 8 Monitor and able to show single display capability of up to 8 Bed simultaneously		
4.2	All Monitor to be connected with Central Monitor, Central monitor to be provided with computer, monitor and printer. All networking work to be done by bidder		
4.3	Should have at least 12.1" TFT colour LCD screen		
4.4	Should finish all operation by keys and knobs		
4.5	Should be applicable for adult, paediatric & neonate patients		
4.6	Should have sync display of 8 –lead ECG		
4.7	Monitoring contents, scan speed , volume and output content could be set optionally		
4.8	Waveform and parameters color could be set optionally		
4.9	Alarm Items: technical alarm, physiological alarm and arrhythmia alarms		
4.10	Should have digital SPO2 technology, which strong has anti interference and anti weak filling capacity		
4.11	Should have trend review for 480 hour, review for 2400 groups of BP data		
4.12	Should have facility of calculation of drug		

	concentration		
4.13	Should have facility of central monitoring station, other bed observation and software update		
4.14	Archive data storage and software updating by USB interface or equivalent		
4.15	Should have built-In rechargeable battery for uninterrupted monitoring		
4.16	Should have anti-high frequency surgical unit, defibrillation proof		
4.17	Should have facility to upgrade analysis function for heart rate variability(HRV) as optional feature		
4.18 ECG:			
	Should be able to monitor ECG through 5-Lead patient cable		
	Should be able to display Lead I,II,III, aVR, aVL, aVF, V		
	Should be able to monitor heart rate from 15-350 bpm		
	Should have ST segment monitoring		
4.19 SPO2			
	Should use digital technology for monitoring SPO2		
	Should have measuring range form 0-100 %		
	Should have alarm range: 0-100 %		
	Pulse rate measuring range: 30-250 bpm		
4.20 NIBP:			
	Should have oscillometric method for measurement of NIBP		
	Mode: Manual, Auto, Continual		
	Should have systolic measuring range of 40-270 mmHg		
	Should have diastolic measuring range of 10-215 mmHg		
4.21 Respiration:			
	Method: impedance between R-F (RA-LL)		
	Respiration Rate: 0-150 rpm		
4.22 Temperature:			
	Channel-02		
	Measuring range: 0~50 degree Celsius		
5	Accessories, Consumables & Spare Parts		
5.1	Each monitor should be supplied with standard accessories		
6	Operating Environment		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
7	Standards & Safety Requirements		
7.1	Must submit ISO13485:2003/AC:2007 AND		

7.2	Must submit CE and USFDA approved product certificate		
7.3	Must Submit IEC Certificate		
8	User Training		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	Maintenance Service During Warranty Period		
10.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance whenever required.		
11	Installation and Commissioning		
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.		
12	Documentation		
12.1	Catalogue must be submitted		
12.2	Authorization letter of the product should be submitted		
12.3	User (Operating) manual inEnglish.		
12.4	Service (Technical / Maintenance) manual in English		
12.5	Certificate of calibration and inspection from factory		

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

5. Technical specification of Infusion pump

S.N	Purchase's Specifications	Bidder's Offer	Pg.no in catalogue
	Infusion Pump		
	Manufacturer		
	Brand		
	Type /Model		
	Country Of Origin		
1	Description Of Function		
1.1	The Infusion pump should provide accurate and continuous flow rate for precise delivery of intravenous fluid through tubing.		
2	Operational Requirement		
2.1	The infusion pump with battery backup and		

	comprehensive alarm system must be available.			
3	System Configurations			
3.1	The Infusion pump must be applicable to GB 8368-2005 disposals of diameters between 3.5 to 4.5 mm			
4	Technical Specification			
4.1	Power Requirement	AC 100V-240VAC, 50/60 Hz		
4.2	Battery Operating Time	More than 4 hrs at flow rate of 25 ml / hr		
	Battery type	Rechargeable Lithium battery.		
4.3	Display	2.5" or more LCD monochrome screen with high visibility.		
		Delivery rate, current infusion, VTBI, IV set brand, real-time pressure, battery capacity, drugs, alarms etc.		
4.4	Infusion Mode	Rate Mode		
4.5	Flow Rate range	0.1 – 1500 ml/hr		
4.6	Accumulated Volume	0.1 ~ 9999 ml		
4.7	VTBI	0.1~999.9 ml increment of 0.1 ml; 1000~9999 ml, increment of 1.0 ml		
4.8	Accuracy	± 5%		
4.9	K.V.O. Rate	0.1ml -0.5 ml/hr adjustable, step 0.1ml/hr		
4.10	Bolus Rate	Automatic/manual bolus,0.1 -1500 ml/hr, default 800ml/hr		
4.11	Purge Rate	800 ml /hr		
4.13	Air Bubble Detection	Single bubble detection: 50, 100, 250, 500, 800 µL		
		Accumulated bubble detection: 0.1~4.0 ml/hr adjustable		
4.14	ALARMS			
a	Acoustic and visible alarm			
b	3 levels alarm, low, medium, high			
c	Alarm including: occlusion, battery empty, VTBI done, syringe empty, syringe disengaed, KVO finish, system error, reminder, battery low, No battery inserted, syringe near empty, standby time expired, etc.			
d	3 Occlusion alarm level: 20kPa, 70kPa, 120kPa			
e	4 Pressure unit selectable: mmHg, kPa, psi, bar			
f	Air bubble alarm size: 50, 100, 250, 500, 800 µl			
g	Alarm sound 1-8 levels adjustable			
h	Yellow and red alarm light with different frequency according alarm level			
4.15	Should have Embedded handle for easy carrying			
4.16	Should have self test system			

4.17	Should have titration facilityAvailable to change the delivery rate during infusion at minimum increment of 0.1ml/h		
4.18	Keypad locking provision should be present		
4.20	Pause facility should be available		
4.21	The weight should be less than 1.6kg.		
4.22	Have up to 1500 history records		
4.24	Should be standard vertical pole mounting type		
4.25	Should support RS232 data interface,DC-input,Nurse call		
4.26	Quick IV sets installation		
4.27	The bolus accumulation volume and bolus rate shall be displayed		
4.28	Have automatic bolus system, with bolus rate and preset volume adjustable		
	Should have Anti-bolus function. Reduces significantly bolus after occlusion release		
4.29	Remember last infusion configuration when power off		
4.30	Data transmission should be available with multi-function interface		
4.31	Drug library with up to 200 drug name, add or delete drugs available in user-defined drug list		
5	Accessories		
5.1	Infusion pump one set		
5.2	One set of power cord for each		
6	Operating Environment		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
6.2	Should work in 110 – 240 V AC power supply		
7	Standards & Safety Requirements		
7.1	Must submit ISO13485:2003/AC:2007 AND		
7.2	Must submit CE or USFDA approved product certificate		
8	User Training		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	Maintenance Service During Warranty Period		
10.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance whenever required.		
11	Installation and Commissioning		
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.		
12	Documentation		
12.1	Catalogue of the product must be submitted		
12.2	User (Operating) manual in English.		
12.3	Service (Technical / Maintenance) manual in English		

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6. Technical specification of Syringe pump

	Purchaser's Technical Specification	Bidder's Offer	Pg.no in catalogue
	Syringe Pump		
	Manufacturer:		
	Brand:		
	Type / Model:		
	Country of Origin:		
1	**Description of Function:** The syringe pump provides uniform flow of fluid by precisely driving the plunger of a syringe down its barrel. It provides accurate and continuous flow rate for precise delivery of I.V. medications in critical medical care.		
2	**Operational Requirements:** The syringe pump with docking system must be programmable, user friendly, safe to use. Battery backup and comprehensive alarm system must be available.		
3	**System Configuration:** Syringe pump with compatible to syringes of different standard companies of different capacities		
4.	**Technical Specification:**		
4.1	The device must be of front Loading Syringe system and the device Should have plunger guard.		
4.2	The device should work on standard disposable Syringes of 5, 10, 20, 30 & 50/60 ml sizes of different makes.		

4.3	The device should adjust buzzer volume		
4.6	The device should have large & colorful LCD display for Rate, volume, battery status, occlusion level, syringe size, etc. display at a glance		
4.6	The device should have various modes of infusion : Rate Mode, Time mode, Dose mode, intermittent infusion mode, TIVA & optional: drug library		
4.8	Keep Vein Open (KVO) should be available with facility to set KVO flow rates from 0.1 to 2 ml/hr.		
4.9	Should have anti- bolus function.		
4.10	Should have facility to store the last infusion data.		
4.11	Should have facility for various visual and audible alarms		
4.12	The device should 90 degree pole clamp convenient for horizontal bar & vertical IV pole		
4.13	The device should have syringe intelligent recognition technology		
4.14	Should have dynamically display the pressure		
4.15	The device should have facility to use user self define syringe brands		
4.16	The device should be stackable function		
4.17	Syringe accuracy: not more than +- 2%		
4.18	The device should have infusion rate: 5ml syringe(0.1 to 150ml/h), 10ml syringe(0.1 to 300 ml/h), 20ml syringe(0.1 to 600ml/h), 30ml syringe(0.1 to 900ml/h), 50ml syringe(0.1 to 1500ml/h)		
4.19	Volume to be infused: 0 to 9999.9(ml)		
4.20	KVO rate: 0.1 to 2ml/h (adjustable)		
4.21	Alarms: Infusion completion, Empty, Occlusion, Near completion, Low battery, Syringe disengaged, No AC power supply, Battery exhausted, Malfunction etc.		
4.22	Occlusion pressure: 40 to 160 KPa		
4.23	Keypad locking should be available for security purpose with option to keep it off. Have facility to set time duration for enabling keypad locking.		
4.24	The device should have facility of TIVA(total intravenous anesthesia)		

4.25	The device should have facility to be linked to power supply docking system of 4 units together		
5	**Accessories, spares and consumables**		
5.1	Syringe Pump -1set		
5.2	Standard clamp-1 set		
5.3	Power cord- 2 sets		
6	**Operating Environment**		
6.1	The system offered shall be designed to be stored and to operate normally under the condition of the purchaser's country.		
6.2	Power supply: 220V- 240 VAC, 50 HZ. The power cable must be 3m long.		
7	**Terms and Condition:**		
7.1	This unit shall be certified CE (93/42/EEC) or USFDA approved product certificate		
7.5	The supplier must submit original brochure or e-copy		
8	**Warranty:**		
8.1	Warranty should be 1 year from the date of installation		
8.2	Certificate of calibration and/or inspection from factory		
9	**Installation and Commissioning**		
9.1	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.		
10	**Documentation**		
10.1	User (Operating) manual in English.		
10.2	Service (Technical / Maintenance) manual in English		

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7. Technical specification of Defibrillator

S.N	Purchaser's Specifications	Bidder's Offer	Pg.no in catalogue
	Defibrillator Machine		
	Manufacturer		
	Brand		
	Type/Model		
	Country of Origin		
1	Description of Function		
1.1	Defibrillator Machine are lifesaving devices that apply an electric shock to establish a more normal cardiac rhythm in patients who are experiencing ventricular fibrillation (VF) or another shockable rhythm.		
2	Operational Requirements		
2.1	The defibrillator must be user friendly, safe to use with battery backup		
3	System Configuration		
3.1	Defibrillator Machine should deliver an electric shock to patients who are experiencing ventricular fibrillation (VF) or another shockable rhythm.		
4	Technical Specifications		
4.1	Should use Biphasic waveform for shock delivery to ensure that the current is optimal and damage to heart tissues is minimal		
4.2	Should have LCD display of at least 5 inch or more		
4.3	Should have energy selection from 2 – 300 Joule		
4.4	Inbuilt battery should be available with capacity to delivered 100 charges/discharges of 300 J with full charged condition		
4.5	Should have sealed lead acid battery		
4.6	The charging time to 300 Joule should be as low as 10 second or better		
4.7	Should be able to synchronize to R wave		
4.8	Should have at least 24 event recording		
4.9	Should have both audio visual alarm		
4.10	Should have a facility to monitor ECG via both Paddle and ECG cable		
4.11	Should have Marker indication on ECG wave		

4.12	Should be supplied with adult and swipe to expose paediatric paddles		
4.13	Should have inbuilt thermal printer		
4.14	Should be capable to print both real time and configurable delayed ECG waveform		
4.15	Should have facility of print annotation TIME, DATE. Heart rate, HR Limits, Event marker, ECG parameter, Defibrillation mode, Selected and Delivered energy, Patient Impedance and Hospital Info		
4.16	Should have input protection against High voltage		
4.17	Should have Electro Surgical unit filter		
5	Accessories:		
5.1	Defibrillator machine with complete accessories • 3 Lead Patient Cable – 1 No • Power Cable – 1 No • ECG Gel – 1No Recording Paper – 1 Roll • Disposable ECG electrode – 1 Packet		
6	Operating Environment		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions the purchaser's country. The condition include Power Supply, Climate, Temperature Humidity, etc		
6.2	Power supply: 220 – 240 VAC 50Hz fitted with appropriateplug.		
	The power cable must be at least 3 metre length		
7	Standard & Safety Requirements.		
	ISO 13485 Approved Certificate		
	CE or USFDA approved product certificate		
8	Warranty		
	Warranty for 1 year after acceptance		
9	Maintenance Service During Warranty Period		
9.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance		

	whenever required.		
10	Installation and Commissioning		
10.1	The bidder must arrange for the equipment to be installed and by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail		
11	Documentation		
11.1	Catalogue of the product must be submitted		
11.2	User (Operating) manual in English.		
11.3	Service (Technical & Maintenance) manual in English		
11.4	List of important spare parts and accessories with their part numbers and costing		
11.5	Certificate of calibration and inspection from factory.		

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

8. Technical Specification of ICU Bed

Sn.no.	Purchaser's Specifications	Bidder's offer	Pg.no in catalogue
	ICU Bed Electric		
	Manufacturer		
	Brand		
	Type /Model		
	Country Of Origin		
	Description of Function		
	ICU Beds are required in the Intensive Care for comfort & safety of the patient.		
1	Technical Specification		
1.1	Base and mainframe work should be of precise mild steel tubes.		
1.2	Base should be mounted on 125mm dia. Swivel castors, with two brakes.		
1.3	Top of CRCA sheet should be perforated uniformly		
1.4	Overall Size: 2120 L x 950 W x 550 to 750 H mm		
1.5	Should be suitable for mattress size: 1980 L x		

	900 W mm		
1.6	Backrest, Knee rest, Trendelenburg/ Rev. Trendelenburg & Hi-Low should be Electrically Operated with Remote		
1.7	ABS Moulded Head and Foot Boards with locking		
1.8	Four Pieces individual side rails ABS Moulded		
1.9	Should have provision for SS telescopic IV Rod at four locations		
1.10	Should have provision for holder for Urine Bag		
1.11	Should be finished in epoxy powder coating.		
2	Operating Environment		
2.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
2.2	Power supply should be AC 100 V -240 V, 50/60Hz		
3	Standards & Safety Requirements		
3.1	Must submit ISO13485:2003/AC:2007 AND		
3.2	Must submit CE or USFDA approved product certificate		
4	User Training		
4.1	Not Applicable		
5	Warranty		
5.1	Comprehensive warranty for 1 years after acceptance.		
10	Documentation		
10.1	Catalogue must be submitted		
10.2	User (Operating) manual in English.		

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

9. Technical Specification for IV Stand

S.N	Purchase's Specifications	Bidder's Proposed Specification	Pg. no in catalogue
	IV Stand		
	Manufacturer		
	Brand		
	Type / Model		
	Country of Origin		
1	**Technical Specifications**		
1.1	Should be Strong Stainless steel tubular construction mounted on SS 4 hooks		
1.2	Base should be fitted with five swivel castors, 50mm dia		
1.3	Should have Stainless steel rod with double hooks height adjustable from approx 1220 to 2340 mm.		
1.4	Dull Finish		
2	**Accessories, spares and consumables**		
2.1	Not applicable.		
3	**Operating Environment**		
3.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.		
4	**Standards and Safety Requirements**		
4.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 **AND**		
4.2	CE or USFDA approved product certificate.		
5	**User Training**		
5.1	Not applicable.		
6	**Warranty**		
6.1	Comprehensive warranty for 1 year after acceptance.		
7	**Maintenance Service During Warranty Period**		
7.1	Standard warranty conditions are applicable.		
8	**Installation and Commissioning**		
8.1	Must supply preassembled unit, ready to use.		
9	**Documentation**		
9.1	Catalogue must be submitted		

10. Electric Suction Machine

S.N.	Purchaser's Specifications	Bidder's Offer	Pg.no in catalogue
	Suction Machine		
	Manufacturer		
	Brand		
	Type/Model		
	Country of Origin		
1	**Description Of Function**		
1.1	To extract fluid from the body during surgery or emergency treatment		
2	**Operational Requirements**		
2.1	Shall operate on mains AC supply		
3	**System Configuration**		
3.1	The system consists of		
	Suction machine with 2 Jars		
	Mains Operated		
	Suction tubing		
	Two bottles		
4	**Technical Specifications**		
4.1	Body should be made of strong FRP Cabinet		
4.2	Noise level of suction apparatus should be from 50 dB +/- 03 dB		
4.3	Should be ideal for MTP / medical / surgical procedures		
4.4	Piston Pump with -710 ± 10 mm Hg		
4.5	Free air displacement 30 ~ 35 LPM		
4.6	Heavy duty HN-50 PU Castors		
4.7	50 mm Vacuum Gauge		
4.8	Non collapsible suction tubing		
4.9	2 X 2.0 Ltrs. Polycarbonate jars with overflow safety		
4.10	Bacterial filter should be fitted		
4.11	Electrical Requirement - 220~230V, 50Hz, 1Phase		
5	**Accessories, spares and consumables**		
5.1	**Accessories:**		
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. Bidders must specify the quantity of every item included in their offer (including items not specified above).		
6	**Operating Environment**		
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc		
6.2	Power supply: 220-240VAC, 50Hz fitted with appropriate plug. The power cable must be minimum 3 metres long.		

7	**Standards and Safety Requirements**		
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices AND		
7.2	Must Submit CE approved product certificate		
7.3	Must Submit IEC 60601-1-2015 Electrical Safety Certificate		
8	**User Training**		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	**Warranty**		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	**Maintenance Service During Warranty Period**		
10.1	During warranty period supplier must ensure corrective/breakdown maintenance whenever required		
11	**Installation and Commissioning**		
11.1	Must supply preassembled unit, ready to use		
12	**Documentation**		
12.1	User (Operating) manual in English		
12.2	Catalogue of the product must be submitted		

11. Ambu Bag

S.N.	Purchaser's Specifications	
	Ambu Bag Adult, Paediatric and neonate	
	Manufacturer	
	Brand	
	Type/Model	
	Country of Origin	
1	**Description of Function**	
1.1	Bag Valve Mask (BVM) or Ambu bag is a hand-held device used to provide positive pressure ventilation to a patient who is not breathing or who is breathing inadequately.	
2	**Operational Requirements**	
2.1	Manually operated breathing resuscitation set to ventilate infant to child, with a body weight of up to 30kg.	
3	**System Configuration**	
3.1	Bag & Mask, resuscitator set for new-born to child, complete unit.	
4	**Technical Specifications**	
4.1	Manually operated, breathing resuscitation set.	
4.2	Ventilation can be done with ambient air or with oxygen.	
4.3	The resuscitators must be reusable made of clear/transparent bags made of medical grade silicon.	
4.4	Transparent medical grade silicon material shall provide excellent bag re-expansion and must be resistant to high temperatures.	
4.5	Patient masks must be clear/ transparent.	
4.6	All parts must be manufactured from high-strength, long-life materials and require no special maintenance or storage conditions.	
4.7	Must have integrated intake/reservoir valve for efficient oxygen delivery and ease of cleaning.	
4.8	Shall have non-rebreathing patient valve with pressure limitation (Pop off Valve). It must be able to generate a pressure of approx. 35 (+/- 5) cm H2O.	

S.N.	Purchaser's Specifications
4.9	Resuscitator shall be supplied as a complete set with: • Compressible self-refilling ventilation bag, tidal volume: 500-800ml. • Oxygen reservoir bag complete: 240, 500, 1600 mL bag sizes for neonates, infants, and children • Intake valve for O2 tubing. • Masks, translucent, in 3 different sizes: i-1 mask, 1 piece, round type, size neonate ii-1 mask, 1 piece, round type, size infant. iii-1 mask, size child.
4.10	Resuscitator can be totally disassembled, is easy to clean, disinfect and sterilizeable / autoclaveable.
4.11	**Material:** • Non-rebreathing patient valve with pressure limiting valve shall be made of polycarbonate/polysulfone. • Compressible self-refilling ventilation bag shall be made of medical grade silicon. • Intake valve with nipple for O2 tubing shall be made of polycarbonate/polysulfone. • Oxygen reservoir bag shall be made of translucent plastic. • Masks, 3 different sizes shall be made of medical grade silicon. • Airways Guedel, 3 different sizes shall be made of translucent plastic. • All components must be latex free.
4.12	Set to be supplied in a heavy duty, re-sealable plastic pouch or clear top plastic box.
5	**Accessories, Spares and Consumables**
5.1	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 (including items not specified above).
6	**Operating Environment**
6.1	The system offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include, Climate, Temperature, Humidity, etc.
7	**Standards and Safety Requirements**
7.1	Must submit ISO
7.2	CE
8	**User Training**
8.1	Not applicable.
9	**Warranty**
9.1	Comprehensive warranty for 1 year after acceptance.
10	**Maintenance Service During Warranty Period**
10.1	Standard warranty conditions are applicable.
11	**Installation and Commissioning**

S.N.	Purchaser's Specifications
11.1	Must supply preassembled unit, ready to use.
12	**Documentation**
12.1	User's manual shall be supplied in English.

12.Technical Specification for Nebulizer

S.N.	Purchaser's Specifications		Bidder's Offer
	Nebuliser		
	Manufacturer		
	Brand		
	Type / Model		
	Country of Origin		
1	**Description of Function**		
	Nebuliser is a device used to administer medication to people in forms of a liquid mist to the airways. It is commonly used in treating cystic fibrosis, asthma, and other respiratory diseases.		
2	**Operational Requirements**		
	Heavy duty compact Nebuliser is required.		
	System Configuration		
3.1	Nebuliser, complete unit with all standard accessories.		
4	**Technical Specifications**		
	Compact, lightweight, low noise.		
	Durable long life compressor. Suitable for heavy duty/ institutional (hospital) use, must be able to run uninterruptedly for one hour.		
	Maximum pressure: 2.0 to 2.5bars.		
	Must produce particle of size 1-5μm		
	Aluminium cabinet painted with epoxy powder.		
	Piston-type electric aspirator that offers high performance		

S.N.	Purchaser's Specifications	Bidder's Offer
	and great durability.	
	Protective thermal cut out relay.	
	Air delivery rate app.15l/min.	
	24 hours continuous work for hospital use.	
5	**Accessories, spares and consumables**	
5.1	**Accessories:** • Nebuliser bulb reusable, autoclaveable- 01 no. • Adult and child face mask reusable, autoclaveable- 02 each. • T piece, Mouthpiece, Nosepiece, reusable, autoclaveable- 01 each. • Mouthpiece- 01 no. • Nosepiece- 01 no. • 1 x 200 cm. tubing • Spare filters- 10 nos.	
5.1	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 (including items not specified above).	
6	**Operating Environment**	
6.1	The system offered shall be designed to store and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.	
6.2	Power supply: 220 – 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metre in length.	
7	**Standards and Safety Requirements**	
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**	
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.	
7.3	Electrical safety conforms to standards for electrical safety IEC 60601-1 General requirement for Electrical safety of Medical Equipment.	
8	**User Training**	
8.1	Must provide user training (including how to use and maintain the equipment).	

S.N.	Purchaser's Specifications	Bidder's Offer
9	**Warranty**	
9.1	Comprehensive warranty for 1 year after acceptance.	
10	**Maintenance Service during Warranty Period**	
10.1	During warranty period supplier must ensure corrective/breakdown maintenance whenever required.	
11	**Installation and Commissioning**	
11.1	Supplier must accomplish proper commissioning of equipment onsite.	
12	**Documentation**	
12.1	User (Operating) manual in English.	
12.2	Service (Technical / Maintenance) manual in English.	
12.3	List of important spare parts and accessories with their part number and costing.	
12.4	Certificate of calibration and inspection from factory.	

13. Medicine Trolley

	Medicine Trolley	
	Manufacturer	
	Brand	
	Type/Model	
	Country of Origin	
1	**Description of Function**	
1.1	Trolley for medicine with 4 swivel castors.	
2	**Operational Requirements**	
2.1	should have enough space for medicine placement	
3	**System Configuration**	
3.1	Should be of standard dimension with wheels.	
4	**Technical Specifications**	
4.1	Should have space for oxygen cylinder and Iv Stand	

4.2	Should be stainless steel or coated with epoxy coaster.
5	**Standards and Safety Requirements**
5.1	Must submit ISO
5.2	Should have CE certificate.
6	**User Training**
6.1	Not applicable.
7	**Warranty**
7.1	Comprehensive warranty for 1 year after acceptance.
8	**Maintenance Service During Warranty Period**
8.1	Standard warranty conditions are applicable.
9	**Installation and Commissioning**
9.1	Must supply preassembled unit, ready to use.

14. Autoclave

Sn.No	Purchaser's Specification		Bidder's Offer	pg.no in catalogue
	Autoclave-approximately -80L or more			
	Manufacturer			
	Brand			
	Type / Model			
	Country of Origin			
1	Description of Function			
1.1	Autoclaves are required to sterilize objects under high temperature and pressured steam.			
2	Operational Requirements			
2.1	Suitable for hospital dressings, surgical instruments, glassware, culture media and laboratory wares etc.			
2.2	Shall be used with distilled water.			
3	System Configuration			
3.1	Autoclave approximately 80L, stand alone			
4	Technical Specifications			
4.1	Single door high pressure steam sterilizer with double walled,			
4.2	Material of construction:			
	Sterilizer chamber SS 316			
	Jacket Stainless Steel			
	Loading carriage SS 316			

	Door Gasket: Silicon or better		
	Insulation: Air Insulation		
	Insulation cover: SS sheets		
4.3	Operating temperature 121 ^{0}C – 134^{0}C pressure 1.1 to 2.2 kg/cm2 of steam pressure, and shall be used with distilled water.		
4.4	Capacity- approximately 80 litre or more		
4.5	Easy to read pressure gauges.		
4.6	Automatic Electric Solenoid Valve for chamber drain		
4.7	Safety lock for door: Radial Locking		
4.8	Low water off.		
4.9	4 kw, water Immersion Type Heater		
5	Accessories, spares and consumables		
5.1	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 (including items not specified above).		
6	Operating Environment		
6.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.		
6.2	Power supply: 220 – 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metre in length.		
7	Standards and Safety Requirements		
7.1	Must submit ISO 9001 or ISO 13485AND		
7.2	CE or USFDA approved product certificate.		
8	User Training		
8.1	Must provide user training (including how to use and maintain the equipment).		
9	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	Maintenance Service During Warranty Period		
10.1	During the warranty period supplier must ensure corrective/breakdown maintenance whenever required.		
11	Installation and Commissioning		
11.1	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.		
12	Documentation		
12.1	Catalogue must be submitted		

12.2	User (Operating) manual in English		

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

15. Oxygen Concentrator

S.N.	Hospital Specification	Bidder's Offer	pg.no in catalogue
	Oxygen Concentrator		
	Manufacturer		
	Brand		
	Type/Model		
	Country of Origin		
1	Description of Function		
1.1	Oxygen Concentrator for supply of Oxygen Regularly to the patient		
2	Operational Requirements		
2.1	Oxygen concentrator with accessories		
3	System Configuration		
3.1	Oxygen concentrator with accessories		
4	Technical Specifications		
4.1	The Oxygen Concentrator should be mobile, light weight, Mains operated unit capable of supplying continuous oxygen from atmospheric air with a built-in purity measurement and Nebulizer.		
4.2	Single flow splitter for Oxygen delivery		
4.3	Should have LCD screen to view the usage hours and timer.		
4.4	Adjustable Flow rate ranging 0.5 to 5 L/ min		
4.5	Oxygen Purity more than 93% ± 3%		
4.6	Delivery pressure 20 to 50 KPA		
4.7	Should have superior grade sieve		
4.8	Should have facility for nebulization with tube and mask		
4.9	Should have filters at different stages		
4.10	Alarm for Low Oxygen Concentration, Power Failure, Compressor Failure, Pressure Cycle Failure etc		
4.11	Filters for dust and bacteria		
4.12	Low noise system < 55 dB		
4.13	Should have timer function to set the timer ranging 0 to 99 minutes for auto shut down		
4.14	Delivery system for a single patients		
5.0	System Configuration Accessories, Spares and Consumables.		
5.1	To be Supplied with the following standard accessories/disposables		
	Nasal Oxygen Cannula---2 Nos.		

	Power cable---1 no.		
	User manual—1 no.		
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.		
6	Operating Environment		
6.1	The system offered must be designed to operate normally under the condition of the purchaser's country. The conditions include power supply, climate, temperature, and humidity, etc.		
7	Standards and Safety Requirements		
7.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 AND		
7.2	CE or USFDA approved product certificate		
8	User Training		
8.1	Should provide user training		
9	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10	Maintenance Service During Warranty Period		
10.1	Standard warranty conditions are applicable.		
11	Installation Inspection and Commissioning		
10.1	Must supply preassembled unit, ready to use.		
12	Documentation		
12.1	User/Instructions manual shall be provided in English.		
12.2	Original catalogue must be submitted		

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16. Portable X-Ray

	Purchaser Requirement		
	Portable X-Ray Machine	**Bidders Offer**	**Remarks**
	Manufacturer:		
	Brand:		
	Type / Model No:		
	Country of Origin:		
	Technical Specification		
1	**X-ray Generator**		
1.1	Type: High Frequency microprocessor controlled		
1.2	Power Output: =3.5 KW		
1.3	KV Range: 40 to 110 KVP or above in 1KV /Step or less		

1.4	Minimum mA: =70mA		
1.5	mAs Range: 0.1 – 200 mAs		
2	**Control**		
2.1	Rectangular in shape with membrane switches/ touch switches for various operations having following & indications:		
2.2	Machine on/off switch		
2.3	Digital Display of KV and mAs		
2.4	KV and mAs increase and decrease switches		
2.5	Ready and X-ray on switch with indicators in audio and visual method		
2.7	Stand by and exposure release switch		
2.7.1	Self-diagnostic must have program with indicators for:		
2.7.2	Earth fault error		
2.7.3	KV error		
2.7.4	Filament error		
2.7.5	Tube Head thermal overload / interlocks		
2.8	X-ray ON indicator		
2.9	Incoming Voltage indicator with voltage compensator		
2.1	Exposure cord distance = 1.5 meters.		
2.11	Mains cable length = 2.5 meters.		
3	**X-ray tube head**		
3.1	The mono block consists of X-ray tube, H.V. transformer, filament transformer, H.V. rectifiers and capacitors, all immersed in high grade oil with high dielectric strength		
3.2	Tube type: Stationary Anode		
3.3	Tube Focal Spot: 1.6 mm X 2.0 mm		
3.4	Anode Heat Storage Capacity: 35KJ or above		
3.5	KV Step: Jump step of 1 KV, from 40 - 120 KV		
3.6	Technique selection: 2 point technique (KV and mAs)		
4	**Collimator**		
4.1	Should have light beam diaphragm with LED or other light mechanism with adjustment of exposure area		
4.2	Handle for collimator rotation: +90 to -90 degrees		
5	**Tube Stand**		

5.1	Should have mobile stand with 4-wheel design, which ensure easy mobility and steering		
5.2	Should have cassette storage box		
5.3	Should have large nylon wheels for easy mobility		
5.4	The stand should be designed for maximum maneuverability of the unit and should be able to achieve tube focus to floor distance of about 50 to 100 inch and tube focus to table top distance of 40-60 inches.		
6	**Power Supply**		
6.1	220V, AC, 50Hz, 15Amps with line regulation of ± 10%.		
7	**Terms and Condition**		
7.1	Should be ISO, CE or USFDA approved		
7.2	Bidders should provide original catalogue or e-copy that co-relates with Yes/No Chart.		
7.3	The supplier should fill the technical tender form and clearly mention the manufacturer, model no., and country of origin/made in, else technically will be disqualifies		
8	**Training**		
8.1	Operator training should be given at the time of installation.		
8.2	Onsite maintenance training to the Hospital's Engineer and clinical training / Operating training to the users.		
9	**Warranty**		
9.1	Comprehensive warranty for 1 years after acceptance		
10	**Installation and Commissioning**		
10.1	The bidder must arrange for the equipment to be installed and commissioned by certified or qualified personnel.		
11	**Documentation**		
11.1	User (Operating) manual in English		
11.2	Service manual in English		
11.3	Manufacturer's Authorization or Local Distributor Authorization (Manufacturer's Authorization to the main Distributor is also required in case of Local Authorization)		

Bidder must completely fill the Technical Specification Form (TSF). Only Yes/no/all complies should not be written.

Page number in the catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doing so may lead to rejection of bid from technical committee

17.Needle Destroyer

S.N.	Purchaser's Specifications	
	Needle Destroyer (Manual type)	
	Manufacturer	
	Brand	
	Type / Model	
	Country of Origin	
1	**Description of Function**	
1.1	Needle destroyers are used to destroy the needles instantly to prevent reuse and manage waste management effectively.	
2	**Operational Requirements**	
2.1	Manual type needle destroyer	
3	**System Configuration**	
3.1	Portable, light weight Needle Destroyer.	
4	**Technical Specifications**	
4.1	Must be lightweight, portable and compact	
4.2	Stainless steel body	
4.3	Two separate hole for needle (small hole) and syringe (big hole).	
4.4	Capacity: Approx. 500 syringes	
4.5	Stainless Steel adjustable blade.	
4.6	Syringe cutting blade controlled by easy lever	
4.7	Must be able to destroy needles of type up to 14G.	
4.8	Shall be safe, hygienic and durable.	
4.9	Autoclaveable.	
5	**Accessories, spares and consumables**	
5.1	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 (including items not specified above).	
6	**Operating Environment**	

S.N.	Purchaser's Specifications
6.1	The system offered shall be designed to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.
7	**Standards and Safety Requirements**
7.1	Must submit ISO 9001 or ISO13485:2003/AC:2007 for Medical Devices **AND**
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.
8	**User Training**
8.1	Must provide user training (including how to use and maintain the equipment).
9	**Warranty**
9.1	Comprehensive warranty for 1 year from acceptance.
10	**Maintenance Service During Warranty Period**
10.1	Standard warranty conditions are applicable.
11	**Installation and Commissioning**
11.1	Must provide preassembled unit ready to use.
12	**Documentation**
12.1	User (Operating) manual in English
12.2	Service (Technical / Maintenance) manual in English
12.3	Catalogue must be submitted

18. Glucometer

S.N	Purchase's Specifications	Bidder's Proposed Specification	Pg. no in catalogue
	Glucometer		
	Manufacturer		
	Brand		
	Type / Model		
	Country of Origin		
1	**Description of function**		
	Glucometer used to measure blood glucose levels		
2	**Technical Specifications**		
2.1	Should be a hand held		
2.2	Light weight with replaceable battery.		
2.3	Data storage must be more than 200 results		

2.4	Sample volume less than 3 microliter		
2.5	Result display less than 10 second		
2.6	Should have LCD display with reading range/linearity from approx. 20 to 600 mg/d		
2.7	Should be available with covering case and test kits.		
3	**Accessories, spares and consumables**		
3.1	Not applicable.		
4	**Operating Environment**		
4.1	The product offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Climate, Temperature, Humidity, etc.		
5	**Standards and Safety Requirements**		
5.1	Must submit ISO 9001 or ISO 13485:2003/AC:2007 **AND**		
5.2	CE or USFDA approved product certificate.		
6	**User Training**		
6.1	Not applicable.		
7	**Warranty**		
7.1	Comprehensive warranty for 1 year after acceptance.		
8	**Maintenance Service During Warranty Period**		
8.1	Standard warranty conditions are applicable.		
9	**Installation and Commissioning**		
9.1	Must supply preassembled unit, ready to use.		
10	**Documentation**		
9.1	Catalogue must be submitted		

19. Technical Specification of ECG machine

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
	12 Channel ECG Machine			
	Manufacturer			
	Brand			
	Type / Model			
	Country of Origin			

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
1	**Description of Function**			
1.1	ECG Machine is primary equipment to record ECG Signal in various configurations. 12 channels with interpretation are required for recording and analysing the waveforms with special software.			
2	**Operational Requirements**			
2.1	The ECG Machine must be able to acquire all 12 Leads simultaneously and interpret them.			
3	**System Configuration**			
3.1	12 channel ECG machine with interpretation, rechargeable battery and other complete accessories.			
4	**Technical Specifications**			
4.1	Must acquire simultaneous 12 lead ECG for both adult and paediatric patients			
4.2	Must have Real time Colour display of ECG waveforms with signal quality indication for each lead. Display must be touch screen.			
4.3	Must have Artifact, AC, and low and high pass frequency filters.			
4.4	Must have a storage memory of at least 100 ECGs with easy transfer by optional modem and data card.			
4.5	Must have full screen preview of ECG report for quality assessment checks prior to print.			
4.6	Must have interpretation facility of the amplitudes, durations and morphologies of ECG waveforms and associated rhythm for adult and paediatric patients.			
4.7	Must have alphanumeric Keyboard for patient data Entry **(virtual or hard keys)**			
4.8	Must have High resolution (200 dpix500dpi on 25 mm/sec speed) digital array A4 size printer using thermal sensitive paper.			
4.9	Must have report formats of 3x4; 6x2, Rhythm for up to 12 selected leads; 12 Lead Extended measurements, 1 minute of continuous waveform data for 1 selected lead.			
4.10	Must have battery capacity of at least 30 ECGs or 30 minutes of continuous rhythm recording on single charge.			
4.11	Must be able to be connected to HIS /LAN/Wireless LAN (optional)			
4.12	Must display ECG on LCD/TFT Display of 640x480 pixel resolution.			
4.13	USB Support (optional) for Storage on external portable memories.			
4.14	Multimode of ECG Storage capability on USB device and shall have internal storage memory of at least 150 ECG			
5	**Accessories, spares and consumables**			
5.1	**Accessories:** • Patient Cable -02 sets.			

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
	• Chest Electrodes Adult-(set of six) -02 sets. • Chest Electrodes Paediatric-(set of six) -02 sets. • Limb Electrodes (set of 4)- 02 sets • Thermal Paper A4 Size for 500 patients.			
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. Bidders must specify the quantity of every item included in their offer (including items not specified above).			
6	**Operating Environment**			
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.			
6.2	Power supply: 220 – 240V AC, 50Hz fitted with appropriate plug. The power cable must be at least 3m in length.			
7	**Standards and Safety Requirements**			
7.1	Must submit ISO13485:2003/AC:2007 for Medical Devices **AND**			
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.			
7.3	Shall meet IEC-60601-1-2:2001 General Requirements of Safety for Electromagnetic Compatibility.			
7.4	Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements and IEC-60601-2-25 Safety of Electrocardiograms.			
8.	**Installation and Commissioning &User Training**			
8.1	Supplier must accomplish proper installation and commissioning of the equipment onsite.			
8.2	Must provide user training (including how to use and maintain the equipment)			
9	**Warranty & Maintenance Service During Warranty Period**			
9.1	Comprehensive warranty for 1 year after installation			
9.1	During warranty period supplier must ensure preventive maintenance and corrective/breakdown maintenance whenever required			
10	**Authorization**			
10.1	Manufacturer's Authorization or Local Distributor Authorization (Manufacturer's Authorization to the main Distributor is also required in case of Local Authorization)			
11	**Documentation**			
11.1	User (Operating) manual in English			
11.2	Service (Technical / Maintenance) manual in English			
11.3	List of important spare parts and accessories with their part numbers and costing.			
11.4	Certificate of calibration and inspection from factory.			
11.5	Shall accomplish all the Qualification Criteria of the bidder			

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
	mentioned in the main bid document			
11.6	Must submit catalogue of the product			

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

20. ABG Machine

S.N.	Purchaser's Specifications	Bidder's Offer	Pg.no in catalogue
	Blood Gas Analyser (ABG)		
	Manufacturer		
	Brand		
	Type / Model		
	Country of Origin		
1	Description of Function		
	Blood gas analyzers are used to measure blood gases, electrolytes, pH values and biochemical parameters of the blood.		
2	Operational Requirements		
2.1	Fully automatic, upgradeable, fast electrolyte analyzer		
3	System Configuration		
3.1	Must have microchip multifunctional membrane technology and built in printer		
4	Technical Specifications		
4.1	Essential Measured parameters: PCO2,PO2,PH,Na+,K+,Ca+,Cl+,Hct,Glu,Lac which should come in single cartridge or combo cartridge.		
4.2	Calculated parameters must include BE, BE ecf, HCO3, Anion Gap, SaO2.		
4.3	Sample volume:- less than 200ul.		
4.4	Fast analysis time – less than 60 sec		
4.5	Should be Advanced single use test cartridge or Combo cartridge which avoid contamination.		
4.6	Must have automatic calibration in each test for accuracy.		
4.7	Must have Zero Maintenance of the instrument without any chance of blood clot inside instrument		
4.8	Data display :LCD color touch screen 7" size display or more		
4.9	Data print out on built in graphic printer.		

4.10	Built in auto Quality control facility		
4.11	Automatic result processing, test ordering and transmission to the LIS/HIS system(laboratory Information System/Hospital Information System)		
4.12	Reagent cartridge self life: 6 month or more on room temperature.		
4.13	Interface: RS-232, LAN or wifi and also come with at least 2 USB ports		
4.14	Entered parameter: Patient ID, Patient temp, Sample type, Height, Weight, Sex, Age		
4.15	Standby mode: Standby mode without consumption of Reagents.		
4.16	Data Storage: at least data capacity of 1000 for patient results.		
4.17	Back up: Having Backup system of rechargeable lithium ion battery for minimum 30 samples continuous testing or suitable online UPS for minimum of 30 min. backup.		
5	Accessories, spares and consumables		
5.1	Accessories:		
	• Quality control tools/reagents for free of cost for 200test.		
	• Cost of reagents must be quoted for comparative. evaluation		
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. Bidders must specify the quantity of every item included in their offer (including items not specified above).		
6	Operating Environment		
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.		
6.2	Power supply: 220 – 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metre in length.		
7	Standards and Safety Requirements		
7.1	Must submit ISO13485 for Medical Devices AND		
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.		
7.3	Shall meet IEC 61010-2-081: Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 2-081: Particular requirements for automatic and semi-automatic laboratory equipment for analysis and other purposes		

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8	User Training		
8.1	Must provide user training (including how to use and maintain the equipment).		
9.	Warranty		
9.1	Comprehensive warranty for 1 year after acceptance.		
10.	Maintenance Service During Warranty Period		
10.1	During the warranty period supplier must ensure planned preventive maintenance (PPM) along with corrective/breakdown maintenance whenever required.		
11.	Installation and Commissioning		
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.		
12.	Documentation		
12.1	Catalogue must be submitted		
12.2	Authorization letter of the product should be submitted		
12.3	User (Operating) manual in English.		
12.4	Service (Technical / Maintenance) manual in English.		

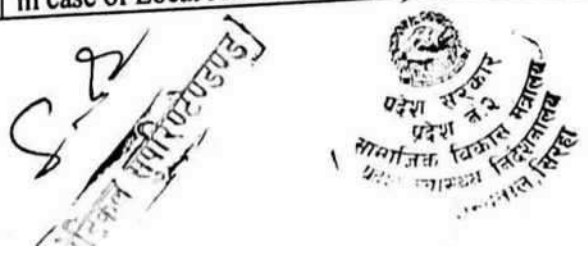
Bidder must completely fill the Technical Specification Form (TSF). Only Yes/no/all complies should not be written. Page number in the catalogue of all the required parameters must be clearly mentioned and highlighted. Failure in doi so may lead to rejection of bid from technical committee

21. USG(Color Doppler), Portable

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
	USG (Colour Doppler) – Portable Type			
	Manufacturer			
	Brand			
	Type/Mode			
	Country of Origin			
1	**Description of Functions**			
1.1	Colour Doppler ultrasound for Radiology, OB Gyn, vascular, Cardiac, small parts applications – Portable Type			
2	**Operational Requirements**			
2.1	It shall operate on mains AC power supply as well as on battery			
3	**System Configurations**			

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
3.1	Digital colour Doppler ultrasound machine, 1 unit			
3.2	2-6 MHz. broadband curved array transducer, 1 unit			
3.3	3-12 MHz. broadband linear array transducer, 1 unit			
3.5	B/W Video Thermal printer of latest model, 1 unit.			
3.6	Ultrasound gel warmer, 1 unit			
4	**Technical Specifications**			
4.1	System shall provide all-digital broadband beam forming with maximum display depth shall be at least 30 cm.			
4.2	System shall be performing routine exams and detailed evaluations of obstetrics, gynecology, small organs and cardiology.			
4.3	The system must support broadband Phased array, Convex and Linear array transducers.			
4.4	Digitally controlled, 12-inch or bigger size display, laptop type.			
4.5	System shall have at least 2 ports.			
4.6	Full alphanumeric keyboard.			
4.7	Slide pot TGC & LGC gain controls with pre-defined curves.			
4.8	System must be a new generation ergonomically designed to curb minimum injury to sonographer/ physician with keyboard platform rotatable and moveable (up/down).			
4.9	System must support Tissue Harmonic Imaging in Phased Array, Linear Array and convex array transducers.			
4.10	System must have 256 grey shades.			
4.11	Cine memory of 250 frames for cine loop playback.			
4.12	Frame rate: not less than 500fps.			
4.13	Power Doppler for small flow shall be available along with latest technology flow/B Flow/Dynamic flow technology.			
4.14	Colour coded tissue Doppler must be available with quantification for Myocardiac thickness and strain rate imaging as option			
4.15	System Shall offer Contrast harmonic imaging and must have optimization settings to detect contrast agents. Please specify other advanced technologies to perform better contrast harmonic imaging			
4.16	Exhaustive software for Cardiovascular applications with report formats.			
4.17	Following transducers or similar frequency range to be quoted as standard: • 2-6 MHz. broadband curved array transducer. • 3-12 MHz. broadband linear array transducers.			
4.21	To ensure maximum clinical utility, the manufacturer must demonstrate the capability of the system to successfully perform in the following types of applications: • Abdominal • Small parts and superficial • Paediatric • Musculoskeletal • Obstetrical			

S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
	• Gynaecological and fertility • Cardiac • Prostate • Vascular (Peripheral, Cerebrovascular, and Intraoperative)			
4.22	The system architecture shall be designed to simultaneously process the entire bandwidth of broadband transducer received frequencies from 1 to 15 MHz			
5	**Accessories, Spare Parts and Consumables**			
5.1	**Accessories:** • Black and white video thermal printer with 10 rolls of high density recording paper: 01 no. • Ultrasound gel warmer: 02 bottles.			
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. Bidders must specify the quantity of every item included in their offer (including items not specified above).			
6	**Operating Environment**			
6.1	The system offered shall be designed to be stored and to operate normally under the conditions of the purchaser's country. The conditions include Power Supply, Climate, Temperature, Humidity, etc.			
6.2	Power supply: 220 – 240 VAC, 50Hz fitted with appropriate plug. The power cable must be at least 3 metres in length.			
6.3	Shall provide UPS of suitable rating with voltage regulation and spike protection for 30 minutes back-up.			
7	**Standards & Safety Requirements**			
7.1	Must submit ISO 13485:2003/AC: 2007 **AND**			
7.2	CE (93/42 EEC Directives) or USFDA approved product certificate.			
7.3	Electrical safety conforms to standards for Electrical Safety IEC 60601-2-37 Medical electrical equipment – Part 2-37: Particular requirements for the basic safety and essential performance of ultrasonic medical diagnostic and monitoring equipment.			
8.	**Installation and Commissioning &User Training**			
8.1	Supplier must accomplish proper installation and commissioning of the equipment onsite.			
8.2	Must provide user training (including how to use and maintain the equipment)			
9	**Warranty & Maintenance Service During Warranty Period**			
9.1	Comprehensive warranty for 2 years after installation			
9.1	During warranty period supplier must ensure preventive maintenance and corrective/breakdown maintenance whenever required			
10	**Authorization**			
10.1	Manufacturer's Authorization or Local Distributor Authorization (Manufacturer's Authorization to the main Distributor is also required in case of Local Authorization)			



S.N.	Purchaser's Specifications	Bidder's Compliance (Yes / No)	Reference Page No.	Remarks
11	**Documentation**			
11.1	User (Operating) manual in English			
11.2	Service (Technical / Maintenance) manual in English			
11.3	List of important spare parts and accessories with their part numbers and costing.			
11.4	Certificate of calibration and inspection from factory.			
11.5	Shall accomplish all the Qualification Criteria of the bidder mentioned in the main bid document			

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

Section VI. General Conditions of Contract

Table of Clauses

Section VI. General Conditions of Contract

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments there to.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities ,raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract(SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar Obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) "GoN" means the Government of Nepal.

(p) "The Site, where applicable, means the place named in the SCC.

2. Contract Documents

2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the ContractandtheprovisionsofGCCClause34.1shallapply.

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"2 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)"collusive practice"3 is an arrangement between two or more parties designed to achieve an improper purpose,

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2 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

3 "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

including to influence improperly the actions of another party;

(iv) "coercive practice"4 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying,falsifying,altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP "inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause25.

3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

(a) if it is established that the Supplier committed acts specified in ITB3.2,

(b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications,

4 a "party" refers to a participant in the procurement process or contract execution.

Negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such Translation.

6. Joint Venture, Consortium or Association	6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
	6.2	**The contractor shall not handover the responsibility of the contract to anyone member or some members of Joint Venture or any other parties, not involved in the contract.**
7. Notices	7.1	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.
	7.2	A Notice shall be effective when delivered or on the Notice"s effective date, whichever is later.
8. Governing Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
9. Settlement of Disputes	9.1	The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	9.2	Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party,, request for such a mixable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.
10. Scope of Supply	10.1	Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
	10.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services

as if such items were expressly mentioned in the Contract.

11. Delivery

11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be inaccordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities

12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplying accordance with GCCClause10, and the Delivery and Completion Schedule, as per GCC Clause11.

13. Purchaser's Responsibilities

13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause13.1.

14. Contract Price

14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment

15.1 The Contract Price shall be paid in Nepalese Currency.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has

accepted it.

16. Taxes and Duties

16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser

17. Performance Security

17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

17.2 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.

17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) Days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

18.1The copy right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the
Purchaser to the extent required for the Sub contractor to

Perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses19.1 and 19.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses3.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause32.

22. Packing and Documents

22.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements ,if any, specified
in the SCC, and in any other instructions ordered by the

Purchaser.

23.Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.

24. Transportation

24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the In coterms specified in Sections V, Schedule of Requirements.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub- Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspect or sat no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCCSub-Clause25.2,providedthatthePurchaserbearallof its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.

Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 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, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the, Purchaser may without prejudice to all it so the remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the

Conditions prevailing in Nepal.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial 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.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings orclaim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct:

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any

obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause14.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 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.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty
(30) Days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, it's likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by

Amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

34.Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contracting whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) The supplier uses the advance payment for matters other than the contractual obligations.

(iv) The purchaser may terminate the contract at any time in the following condition incase contract is terminated. Supplier shall obliged to pay whole amount of remaining work or supply or fulfill the any Supplier obligation.

(a) does not commence the work as per the contract,

(b) abandons the contract without completing,

(c) fails to achieve progress as per the contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue

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performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

34.3 Termination for Convenience

(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. 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.

(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser"s country is: **Nepal**
GCC 1.1(j)	The Purchaser is: District Hospital,Siraha, **Province 2, Siraha Nepal**
GCC 1.1 (p)	The Site is: **As mentioned in Schedule of requirement**
GCC 5.1	The language shall be: ***English***
GCC 7.1	For **notices**, the Purchaser's address shall be: Name and Address of the Purchaser: District Hospital Siraha, **Province 2, Siraha Nepal** Telephone number: 033520065 Facsimile number: e-mail Address: sirahahospital@gmail.com
	For **notices**, theSuppliers"s address shall be:*[insert fullname and address of Suppliers including telephone number, facsimile number and electronic mail address (ifapplicable)]* Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at Kathmandu.

GCC 10.1	The Scope of Supply shall be defined in: ***"Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract,thePurchaser shall specify any change in the Scope of Supply with respect to SectionV,Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.***
GCC 11.1	**Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:** **a) Original and Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;** **b) Copy of packing list identifying the contents of each package;** **c) Delivery note, railway receipt, or truck receipt;** **d) Manufacturer's or Supplier's warranty certificate;** **e) Certificate of origin ;and** **f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;** **The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
GCC 14.2	**The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.**
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **1. The payment shall be made:** **(a) through Letter of Credit to be established to Supplier**
GCC 15.1	**2. Payments shall be made in Nepalese Rupees in the following manner:** **Payment for Goods and Services supplied from within the Purchaser's country** Payment for Goods and Services supplied from within the Purchaser's country shall be made in **Nepalese Rupees**, as follows: (i) **Advance Payment shall not be paid.** (ii) **On Delivery: Seventy (70) percent** of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country **(iii) On Installation and Commissioning: Thirty (30) percent** of the Contract Price.

GCC 17.1	The Supplier shall provide a Performance Security as follows: I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5(five) percent of the bid price. II. For the bid price of the bidder selected for acceptance is more than15(fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount=[(0.85xCost Estimate–Bid Price)x0.5]+5%of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax. **The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 25 *Months from the date of contract Agreement.*** **The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.**
GCC 17.3	The types of acceptable Performance Securities are: **A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.**
GCC 17.4	Discharge of the Performance Security shall take place: ***30 days after expiry of Warranty period. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods***

GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a waterproof envelope and shall be secured to the outside of the packing case. Inaddition, each package shall be marked within deniable ink/paint in bold letters, as follows: a. Contract number: b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral.
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on "All Risks" basis, including War Risks, riots and/or Strikes.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with: ***The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.***
GCC 25.2	Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods and verify QA documents to ensure that they conform to the condition of the Contract and Technical Specifications; and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods).
GCC 26.1	The applicable rate of liquidated damages shall be: ***0.05 percent of the Contract Price per day.***]
GCC 26.1	The maximum amount of liquidated damages shall be: ***ten (10) percent of the Contract Price.*** The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.
GCC 27.3	The period of validity of the Warranty shall be: TWO years For the purposes of the Warranty, the place of final destination shall be: District hospital Siraha
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: 7 days of being notified by the Purchaser of the occurrence of such defects

Section VIII. Contract Forms

Table of Forms

Letter of Intent

[on letter head paper of the Purchaser]

. . . . . date. . . . . .

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

To:..... *name and address of the Supplier*.....

Subject: *Issuance of letter of intent toward the contract*

This is to notify you that, it is our intention to award the contract. for execution of the.....*name Of the contract and identification number, as given in the Contract Data/SCC* to you as your bid price..... *...amount in figures and words in Nepalese Rupees*.....as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:
[Insert name and address of all other Bidders, who submitted the bid]

Letter of Acceptance

[on letter head paper of the Purchaser]

. . . . . *date*. . . . . .

To:..... *name and address of the Supplier*.....

Subject: *Notification of Award*

This is to notify that your Bid dated . . . . *date*. . . . for execution of the .....*name 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 15 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 amount of performance security shall be NRs... .....[Insert amount] and validity period of Performance security shall be..... [insert validity period].

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:

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Agreement Form

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], [*insert year*], between [*insert complete name of Purchaser*] of [*insert complete address of Purchaser*] (hereinafter "the Purchaser"), of the one part, and [*insert complete name of Supplier*] of [*insert complete address of Supplier*] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [*insert brief description of the Goods and Related Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs .....[*insert amount of contract price in words and figures including taxes*] (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 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) the Purchaser's Notification to the Supplier of Award of Contract;
   (b) the Bid Submission 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 Requirements; and
   (f) *[indicate any other documents required as appropriate]*

   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. Inconsideration of the payments to be made by the Purchaser to the Supply 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.

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.

Signed by [*insert authorized signature for the Purchaser*] (for the Purchaser)

Signed by [*insert authorized signature for the Supplier*] (for the Supplier)

Performance Security

[insert complete name and number of Contract]

To: [***insert complete name of 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 there in 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***], (herein after 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 a foresaid, 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]***

Advance Payment Security

[insert complete name and number of Contract]

To: ***[insert complete name of Purchaser]***

In accordance with the payment provision included in the Contract, in relation to advance payments, ***[insert complete name of Supplier]*** (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of ***[indicate type of security]***, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [***insert currency and amount of guarantee in words and figures***].

We, the undersigned [***insert complete name of Guarantor***], legally domiciled in ***[insert full address of Guarantor]*** (hereinafter "the Guarantor"), 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 [***insert currency and amount of guarantee in words and figures***].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until ***[(insert day, month, year) Contract completion date may be a basis for this date]***.

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]***