STANDARD BIDDING DOCUMENT

Procurement of Goods

Direct Purchase

[For Procurement of Goods up to NRs.0.15 Million]

Issued by:

Government of Nepal

Public Procurement Monitoring Office

Tahachal, Kathmandu

January 2009

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Introduction and Instructions

Introduction

1. This Standard Bidding Documents has been prepared by Government of Nepal (GON), Public Procurement Monitoring Office (PPMO) for use in the public procurement of goods through Direct Purchase.This SBD is to be used for procurement of goods up to the value of Rs.0.15 million.
2. This Introduction and Instruction part of the SBD should not be incorporated into the bidding documents of Public Entities (PEs) that may be issued to the Supplier as a part of bid documents. This part is only for the use of Purchaser in order to prepare a proper bidding document.
3. If any provision of this document is inconsistent with Public Procurement Act (PPA). 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Nipesh Kumar

Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder:

Address of the Supplier:

1. The *BARDIBAS HOSPITAL* invites Priced Quotations for the supply, delivery and installation of ***Stationery and Office Materials*** as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
    a. Quotation and Price Schedules
    b. Schedule of Requirements
    c. Technical Specifications
3. Priced Quotations must be submitted to the office of ***Bardibas Hospital*** on or before ***Bhadra 24, 2083*** during office hours.
4. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
5. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
6. Submitted Priced Quotations must remain valid for a period of ***15 days*** after the deadline for submission date.
7. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
    a) Up to date Firm/Company Registration Certificate
    b) VAT and PAN Registration Certificates
    c) Tax Clearance Certificate of FY 2081/82
    d) Power of Attorney
    e) Other documents as needed
8. The goods supplied under this contract shall confirm to the Schedule of Requirements and the standards mentioned in the Technical Specification.
9. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
10. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Medical Superintendent

Name of the Purchaser: ***Bardibas Hospital***

Address of the Purchaser: ***Bardibas-2, Mahottari***

Section II. Conditions of Contract

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;

c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;

d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.

e. "The Purchaser" means the procuring entity purchasing the goods;

f. "The Supplier" means the organization supplying the goods and services under this contract.

2. Technical Specification

2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.

3. Patent Right

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

4. Inspection and Tests

4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises.

5. Packing

5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.

5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

5.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of

6.1 Delivery of the goods shall be made by the Supplier in

Goods — accordance with the terms specified by the Purchaser in its Schedule of Requirements.

7. Warranty

7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.

7.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.

8. Payment

8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

8.2 Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser. .

9. Prices

9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its price quotation.

10. Insurance

The Purchaser will be responsible for taking out any appropriate insurance coverage.

11. Governing Language

11.1 The Governing Language shall be: Nepali or English

12. Applicable Law

12.1 The applicable law shall be Laws of Nepal.

13. Notices

13.1 Purchaser's address for notice purposes: ………………
13.2 Supplier's address for notice purposes: ………………

14. Taxes and Duties

14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.

15. Operation, Maintenance and Spare-parts Manuals

15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

16. Conduct of Suppliers

16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

16.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

a. give or propose improper inducement directly or indirectly,
b. distortion or misrepresentation of facts
c. engaging or being involved in corrupt or fraudulent practice
d. interference in participation of other prospective bidders.
e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17.Blacklisting Supplier

17.1 The GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:

a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2,
b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.

17.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

18. Dispute Resolution

18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

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Section III.Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the final destination where the Goods is required to be delivered.

S.N.	Description	Quantity	Place of Delivery	Delivery Schedule
1	Photocopy Paper	100	Bardibas Hospital	within 10 days after Purchase Order
2	Photocopy Paper	300	Bardibas Hospital	within 10 days after Purchase Order
3	Nepali Paper	25	Bardibas Hospital	within 10 days after Purchase Order
4	Dot Pen/Ball Pen	2000	Bardibas Hospital	within 10 days after Purchase Order
5	Gel Pen	500	Bardibas Hospital	within 10 days after Purchase Order
6	Pilot Pen	150	Bardibas Hospital	within 10 days after Purchase Order
7	Index File	50	Bardibas Hospital	within 10 days after Purchase Order
8	Mini Index File	75	Bardibas Hospital	within 10 days after Purchase Order
9	Nepali File	500	Bardibas Hospital	within 10 days after Purchase Order
10	Kherva Register	10	Bardibas Hospital	within 10 days after Purchase Order
11	Kherva Register	10	Bardibas Hospital	within 10 days after Purchase Order
12	Kherva Register	10	Bardibas Hospital	within 10 days after Purchase Order
13	General Register	20	Bardibas Hospital	within 10 days after Purchase Order
14	General Register	20	Bardibas Hospital	within 10 days after Purchase Order
15	General Register	5	Bardibas Hospital	within 10 days after Purchase Order
16	General Register	5	Bardibas Hospital	within 10 days after Purchase Order
17	Marker Pen	50	Bardibas Hospital	within 10 days after Purchase Order
18	Marker	100	Bardibas Hospital	within 10 days after Purchase Order
19	Marker	100	Bardibas Hospital	within 10 days after Purchase Order
20	Stapler	50	Bardibas Hospital	within 10 days after Purchase Order
21	Stapler	25	Bardibas Hospital	within 10 days after Purchase Order

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22	Stapler	10	Bardibas Hospital	within 10 days after Purchase Order
23	Stapler Pins	500	Bardibas Hospital	within 10 days after Purchase Order
24	Stapler Pins	250	Bardibas Hospital	within 10 days after Purchase Order
25	Stapler Pins	100	Bardibas Hospital	within 10 days after Purchase Order
26	Pen Holder	25	Bardibas Hospital	within 10 days after Purchase Order
27	Glue Stick	25	Bardibas Hospital	within 10 days after Purchase Order
28	Padlock	20	Bardibas Hospital	within 10 days after Purchase Order
29	Scissors	25	Bardibas Hospital	within 10 days after Purchase Order
30	Ruler	50	Bardibas Hospital	within 10 days after Purchase Order
31	Diary	50	Bardibas Hospital	within 10 days after Purchase Order
32	Masking Tape	50	Bardibas Hospital	within 10 days after Purchase Order
33	Winding Tape	25	Bardibas Hospital	within 10 days after Purchase Order
34	Carton Tape	20	Bardibas Hospital	within 10 days after Purchase Order
35	Stamp Pad	50	Bardibas Hospital	within 10 days after Purchase Order
36	Stamp Pad Ink	15	Bardibas Hospital	within 10 days after Purchase Order
37	Pencil	10	Bardibas Hospital	within 10 days after Purchase Order
38	File Fastener	10	Bardibas Hospital	within 10 days after Purchase Order
39	Small Envelope	10	Bardibas Hospital	within 10 days after Purchase Order
40	Envelope	100	Bardibas Hospital	within 10 days after Purchase Order
41	Glass and multi surface cleaner	25	Bardibas Hospital	within 10 days after Purchase Order
42	Sticky Notes	20	Bardibas Hospital	within 10 days after Purchase Order
43	Highlighter	50	Bardibas Hospital	within 10 days after Purchase Order
44	Correction Fluid	25	Bardibas Hospital	within 10 days after Purchase Order
45	Punching Machine	25	Bardibas Hospital	within 10 days after Purchase Order
46	Khada (Ceremonial Scarf)	500	Bardibas Hospital	within 10 days after Purchase Order
47	Water Bottle	25	Bardibas Hospital	within 10 days after Purchase Order
48	Masking Tape (Double-sided)	20	Bardibas Hospital	within 10 days after Purchase Order
49	Barcode Sticker Paper	550	Bardibas Hospital	within 10 days after Purchase Order

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50	Toner Cartridge (Brother)	1400	Bardibas Hospital	within 10 days after Purchase Order
51	Toner Cartridge (Canon)	1400	Bardibas Hospital	within 10 days after Purchase Order

Bardibas Municipality
Office of the Municipality
BARDIBAS HOSPITAL
Bardibas, Mahottari
Madhesh Province, Nepal
2065

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Section IV. Technical Specifications

[Text of Technical Specifications to be inserted in the DP documents by the Purchaser, as applicable.]

S.N.	Item Name	Specification
1	Photocopy Paper	a4 / 75 gsm
2	Photocopy Paper	a4 / 80 gsm
3	Nepali Paper	a4 (Birat or equivalent)
4	Dot Pen/Ball Pen	0.6mm / cello or equivalent
5	Gel Pen	Good quality
6	Pilot Pen	0.5mm
7	Index File	Plastic coated
8	Mini Index File	Plastic coated
9	Nepali File	With print
10	Kherva Register	No. 3
11	Kherva Register	No. 4
12	Kherva Register	No. 5
13	General Register	No. 2 (Deluxe paper)
14	General Register	No. 3 (Deluxe paper)
15	General Register	No. 4 (Deluxe paper)
16	General Register	No. 5 (Deluxe paper)
17	Marker Pen	Permanent / Bold marking
18	Marker	temproray
19	Marker	CD Marker
20	Stapler	Small (10N)
21	Stapler	Medium (45hp)
22	Stapler	Large (HD 1224)
23	Stapler Pins	Small (10N-1M)
24	Stapler Pins	Medium (24/6-1M)
25	Stapler Pins	Large (23/24-H)
26	Pen Holder	4 in one (Plastic)
27	Glue Stick	36gm
28	Padlock	55mm 7 LVR
29	Scissors	Medium size / steel
30	Ruler	plastic (12" /30cm)
31	Diary	medium A5
32	Masking Tape	1 inch
33	Winding Tape	Black
34	Carton Tape	2inch
35	Stamp Pad	Deluxe
36	Stamp Pad Ink	black
37	Pencil	12pcs packet
38	File Fastener	1*100 pcs
39	Small Envelope	1*50 pcs
40	Envelope	a4 size

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41	Glass and multi surface cleaner	500ml / colin or equivalent
42	Sticky Notes	small size
43	Highlighter	Good quality
44	Correction Fluid	Good quality
45	Punching Machine	DP 600
46	Khada (Ceremonial Scarf)	Dhaka fabric
47	Water Bottle	1 L, good quality
48	Masking Tape (Double-sided)	1 inch (double tape)
49	Barcode Stiker Paper	50x25x2500
50	Toner Cartridge (Brother)	2540-DW/2910
51	Toner Cartridge (Canon)	Canon 303

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Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to supply and deliver ***[description of goods and services]*** in conformity with the said DP documents for the sum of ***[total amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Price Quotation.

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

We agree to abide by this price Quotation for a Period of ***15*** days from the last date fixed for submission of the Price Quotation..

Until a formal Contract is prepared and executed, this Price Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Price Quotation you may receive.

Dated this ______________________ day of ________________ 20______.

_________________   __________________________________

[signature]   *[in the capacity of]*

Duly authorized to sign Price Quotation for and on behalf of _________________________

Bardibas Municipality Office of the Municipality BARDIBAS HOSPITAL Bardibas, Mahottari Madhesh Province, Nepal 2065

2. Price Schedule

Name of Supplier ____________________________. ______. Page _ of ___

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price	Total price per item	Remarks
				(Site Delivery)	(cols. 4 x 5)	
1	Photocopy Paper	Ream	480			
2	Photocopy Paper	Ream	510			
3	Nepali Paper	Ream	300			
4	Dot Pen/Ball Pen	Pcs	15			
5	Gel Pen	Pcs	35			
6	Pilot Pen	Pcs	145			
7	Index File	Pcs	300			
8	Mini Index File	Pcs	250			
9	Nepali File	Pcs	20			
10	Kherva Register	Pcs	500			
11	Kherva Register	Pcs	700			
12	Kherva Register	Pcs	900			
13	General Register	Pcs	90			
14	General Register	Pcs	120			
15	General Register	Pcs	150			

16	General Register	Pcs	200			
17	Marker Pen	Pcs	40			
18	Marker	Pcs	40			
19	Marker	Pcs	35			
20	Stapler	Pcs	90			
21	Stapler	Pcs	400			
22	Stapler	Pcs	3750			
23	Stapler Pins	Pkt	15			
24	Stapler Pins	Pkt	140			
25	Stapler Pins	Pkt	200			
26	Pen Holder	Pcs	280			
27	Glue Stick	Pcs	80			
28	Padlock	Pcs	350			
29	Scissors	Pcs	150			
30	Ruler	Pcs	28			
31	Diary	Pcs	300			
32	Masking Tape	Roll	40			
33	Winding Tape	Roll	80			
34	Carton Tape	Roll	210			
35	Stamp Pad	Pcs	45			

36	Stamp Pad Ink	Pcs	20			
37	Pencil	Pkt	80			
38	File Fastener	Pkt	50			
39	Small Envelope	Pkt	220			
40	Envelope	Pcs	10			
41	Glass and multi surface cleaner	Pcs	180			
42	Sticky Notes	Pad	80			
43	Highlighter	Pcs	60			
44	Correction Fluid	Pcs	50			
45	Punching Machine	Pcs	350			
46	Khada (Ceremonial Scarf)	Pcs	70			
47	Water Bottle	Pcs	150			
48	Masking Tape (Double-sided)	Roll	50			
49	Barcode Stiker Paper	Roll	25			
50	Toner Cartridge (Brother)	Pc	5			
51	Toner Cartridge (Canon)	pc	15			
Total Amount						
Add 13% Value Added Tax						
Total Including VAT						

Total Price ………………. …………………………………………………………(in words)

Signature of Bidder ____________________________

Note: In case of discrepancy between unit price and total, the unit price shall prevail

3. Form of Agreement

THIS AGREEMENT made the _____ day of __________ 20_____ between ***[name of Purchaser]*** (hereinafter called "the Purchaser") of the one part and ***[name of Supplier]*** of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., ***[brief description of goods and services]*** and has accepted a Price Quotation by the Supplier for the supply of those goods and services in the sum of ***[contract price in words and figures]*** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    a. Price Quotation Form and the Price Schedule submitted by the Supplier;
    b. The Schedule of Requirements;
    c. The Technical Specifications;
    d. The Conditions of Contract; and
    e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser	On behalf of the Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal: