



# सुरक्षा गार्ड सेवा करारमा आपूर्ति गर्ने सम्बन्धीको बोलपत्र प्रस्ताव आह्वान

## कोशी अस्पताल विराटनगर मोरङ

बोलपत्र आह्वान मिति: २०८०/१०/०८ (इ.स. 2024/01/22)

IFB No.KH/NCB/MSG-07-2080/81

प्रस्तावदाताको नाम: कोशी अस्पताल विराटनगर, मोरङ

ठेगाना: विराटनगर, मोरङ

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(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिण्डण्ट  
कोशी अस्पताल विराटनगर



नेपाल सरकार

स्वास्थ्य तथा जनसंख्या मन्त्रालय

कोशी अस्पताल विराटनगर मोरङ

## सुरक्षा गार्ड सेवा करारमा लिने सिलबन्दी प्रस्ताव आह्वान सम्बन्धि सूचना

प्रथम पटक प्रकाशित मिति २०८०/१०/०८

१ कोशी अस्पतालले सबै भवन एवं भौतिक संरचना सहितको पुरै अस्पतालमा सुरक्षा गार्ड सेवा दिनको लागि सार्वजनिक खरिद ऐन र नियमहरूमा तोकिएको राष्ट्रिय प्रतिस्पर्धात्मक बोली प्रक्रिया अन्तर्गत निम्न वस्तुहरूको खरिदका/आपूर्तिका लागि योग्य बोलपत्रदाताहरूबाट इलेक्ट्रोनिक बोलपत्रहरू आह्वान गर्दछ

प्रस्ताव नं.	प्रस्ताव पेश गर्ने माध्यम	विवरण	प्रस्ताव दर्ता गर्ने अन्तिम मिति	प्रस्ताव खोल्ने मिति	प्रस्तावपत्र दस्तुर	प्रस्तावपत्र जमानत
KH/NCB/MS G-07-2080/81	अनलाईन	सुरक्षा गार्ड सेवा	२०८०/११/०९ १२ बजे (2024/02/21)	२०८०/११/०९ १ बजे (2024/02/21)	३,०००	२,००,०००

२ योग्य बोलपत्रदाताहरूले थप जानकारी प्राप्त गर्न र कोशी अस्पताल, विराटनगर, मोरङको कार्यालयमा बोलपत्र कागजातहरू निरीक्षण गर्न वा PPMO egp प्रणाली [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) मा जानपर्ने छ।

३ प्रस्ताव खरिद गर्ने, दर्ता गर्ने र खोल्ने दिन सार्वजनिक विदा परेमा त्यसको लगत्तै कार्यालय खोलेको दिन प्रस्ताव खरिद गर्ने दर्ता गर्ने र प्रस्ताव खोल्ने छ।

४ प्रस्तावदाताले सुरक्षा सेवा सम्बन्धि कार्यमा भाग लिन अयोग्य नभएको तथा कुनै स्वार्थ नबाझिएको, व्यवसाय सम्बन्धि कसुरमा हाल सम्म कुनै सजाय नपाएको लिखित घोषणा अनिवार्य रूपमा पेश गर्नु पर्नेछ।

५ बोलपत्रदाता जसले इलेक्ट्रोनिक रूपमा आफ्नो बोलपत्र पेश गर्न छनौट गर्दछ, माथि उल्लेखित रूपमा बोलपत्र कागजातहरूको PPMO को e-GP प्रणाली [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) बाट ई-सबमिशनको लागि



बोलपत्र कागजातहरू डाउनलोड गर्न सक्छ। बोलपत्रदाताले इलेक्ट्रोनिक रूपमा आफ्नो बोलपत्र पेश गरी तल उल्लेखित राजस्व (राजस्व) खातामा बोलपत्र कागजातको लागत जम्मा गर्नुपर्नेछ।

बैंकको नाम:- कृषिविकास बैंक विराटनगर मोरङ।

कार्यालयको नाम:- कोशीअस्पताल

कार्यालयको कोड:- ३७०१६०११३


कार्यालयको खाता नं.- ०१००२०१२७७००९०१६

राजश्व शिर्षक नं. १४२२९

६ प्रिविडबैठकमिति २०८०/१०/२२ गते दिनको १:०० बजे कोशी अस्पतालमा बस्ने व्यहोरा जानकारी गराईन्छ।

७ यससूचनामा उल्लेख हुन छुट्ने भएका कुराहरू सार्वजनिक खरिद ऐन, २०६३, सार्वजनिक खरिद नियमावली, २०६४ (संशोधन सहित) तथा प्रचलित नेपाल कानून अनुसार हुने छ।

८ प्रस्तावपत्रमा उल्लेखित प्रस्तावका शर्त अनुसार योग्यता पुगेका योग्य व्यावसायिक फर्म/कम्पनीहरूबाट मात्र सेवा लिईने छ। रीत नपुगी र म्याद नाघि आएको प्रस्ताव उपर कुनै कारवाहि गरिने छैन।

  
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## २. प्रस्तावदातालाई प्रस्ताव तयार गर्न निर्देशन तथा थप जानकारी

सि.नं.	विवरण
१	यस प्रस्तावको करार अवधि १ (एक) वर्षको हुने छ ।
२	प्रस्तावदातालाई प्रस्ताव सम्बन्धि कागजात विस्तृत अध्ययन गरि उल्लेखित बिषयहरु भरि आवश्यक कागजात सँलग्न गरि <a href="http://www.bolpatra.gov.np.egpd">www.bolpatra.gov.np.egpd</a> मार्फत पेश गर्नु पर्ने छ ।
३	इच्छुक प्रस्तावदाताहरुले यो सूचना प्रकाशित भएको मिति २०८०/१०/०८ देखि मिति २०८०/११/०९ गते सम्म कार्यालय समय भित्र कम्पनीको दर्ता प्रमाणपत्र, सम्बन्धित निकायको अनुज्ञा पत्र, नविकरण, आन्तरिक राजस्व कार्यालयबाट प्राप्त मू.अ.कर दर्ता प्रमाणपत्र, आ.ब. २०७९/०८० को कर चुक्ता प्रमाणपत्र पेश गर्नुपर्ने छ । निवेदनमा स्पष्ट रूपमा प्रस्तावदाताको नाम, अफिस रहेको ठेगाना, घरभाडामा लिएको कागजात, सम्झौता वा आफ्नै घर भए जग्गा धनि प्रमाण पुर्जा र निर्माणसम्पन्न प्रतिवेदन साथ फोन नं., मोबाईल नं. फ्याक्स नं. र ईमेल स्पष्ट उल्लेख गर्नु पर्ने छ ।
४	प्रस्ताव दाखिला गर्ने अन्तिम दिन तोकिएको समय भित्र प्रस्तावपत्र अनलाईन मार्फत दर्ता गराई सक्नु पर्ने छ । दर्ता भएका प्रस्तावहरु सोहि दिन तोकिएको समयमा उपस्थित प्रस्तावदाता वा निजको प्रतिनिधिको रोहबरमा यस कार्यालयमा खोल्ने छ । प्रस्तावदाता वा निजको प्रतिनिधिहरु उपस्थित नभएपनि प्रस्ताव खोल्न बाधा पर्ने छैन ।
५	प्रस्तावदाताले पेश गरेको जनशक्ति कुनै संस्था वा कार्यालयमा कार्यरत भए उक्त संस्था वा कार्यालय अन्य संस्था वा कार्यालयमा सहभागी भई कार्य गर्न प्रचलित कानून बमोजिम स्विकृती प्राप्त गरेको पत्र प्रस्ताव सँगै पेश गर्नुपर्ने छ ।
६	प्रस्तावदाता संस्थाको तर्फबाट प्रस्ताव पेश गर्ने कम्पनीको आधिकारीक ब्यक्ति भए नभएको पुष्टि हुने प्रमाण सहित वा सो नभए अख्तियारी तोकि अख्तियारी पत्र सँलग्न हुनु पर्ने छ । सोहि ब्यक्ति सँग मात्र आधिकारी कार्यालयले परामर्श तथा समन्वय गर्ने छ ।
७	प्रस्तावदाताले पेश गरेको प्रस्तावको मान्य अवधि प्रस्ताव पेश गरेको अन्तिम मितिबाट १२० दिन रहने छ ।
८	प्रस्ताव पेश गर्दा प्रस्तावदाताले नेपाली भाषामा प्रस्ताव तयार गरि पेश गर्नु पर्ने छ । I curriculum vitae cv को हकमा समेत सँलग्न फाराम अनुसार नै नेपाली भाषामा तयार गर्नु पर्ने छ ।

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९	प्रस्तावमा उल्लेख भए बमोजिमको जनशक्ति विवरण सम्बन्धि कुराकाअलावा अन्य Historical Data सम्बन्धि विषयमा मूल्यांकन समितिलाई शंका लागेमावा कुनै जानकारी प्राप्त गर्न सम्बन्धित संस्थाबाट थप Clarification माग गर्नसकिनेछ । प्रस्तावमा झुटा विवरण पेश गरेको पाईएमा उक्त कम्पनीको प्रस्तावअस्विकृत गरि आगामी दिनमा समेत अयोग्य ठहरिने गरि कालो सूचिमा राख्ने तर्फकारवाही अगाडि बढाईने छ ।
१०	प्रस्तावदाताले यस कोशी अस्पताल, विराटनगर मोरङले उपलब्ध गराईएको प्रस्ताव राम्ररी अध्ययन गरि विवरण भरि पेश गर्नु पर्ने छ । प्रस्तावको मूल्यांकन गर्दा प्राविधिक पक्ष समेतमा उत्तिर्ण भएका हरू मध्ये व्यवस्थापन खर्चतर्फ कबोल गरीएको रकमलाई न्युन लागत विधि अपनाई मूल्यांकन गरिने छ । न्युन लागतविधिबाट छनौट हुन नसके आपूर्तिकर्ताको विगतको टर्नओभरको आधारमा छनौट गरिने छ ।
११	योगदानमा आधारित सामाजिक सुरक्षा कोषमा दर्ता भएको प्रमाणपत्र पेश गर्नु पर्ने छ ।
१२	प्रस्तावदाताले पेश गरेको आर्थिक प्रस्तावमा उल्लेख गरेको रकम अंकर अक्षरमा फरक परेमा अक्षरमा लेखिएको रकम मान्य हुने छ ।
१३	प्रस्तावदाताले पेश गरेको प्रस्तावमा सफल भई छनौट भएमा निजलाई सूचना पठाई सम्झौता गर्न आउने म्याद दिईने छ ।
१४	कबुल गरेको रकम जनशक्ति आपूर्तिको आधारमा मासिक रुपमा बैंक मार्फत भुक्तानी दिईने छ ।
१५	प्रस्तावदाता संस्थालाई भुक्तानी दिने रकममा लाग्ने कर तथा अन्य शुल्कहरु नेपाल सरकारको प्रचलित ऐन, नियम बमोजिम हुने छ ।
१६	बोलपत्र पेश गर्दा बोलपत्र साथ रु. २००,०००:- (अक्षरुपी दुई लाख मात्रको नेपाल राष्ट्र बैंकबाट "क" वर्गको इजाजत प्राप्त बाणिज्य बैंकबाट जारी गरेको बोलपत्र खोलिने मिति देखि गणना हुने गरी १२० दिन मान्य रहने बैंक जमानत (शर्त रहित) वा यस को.ले.नि.का मोरङको धरौटी खाता नं. ०६०१६०१०१४०७००४५ कोशी अस्पतालको कार्यालय कोड नं. ३७०६१०११३, मा रकम जम्मा गरिएको बैंक भौचर बोलपत्र साथ संलग्न गर्नु पर्ने छ ।
१७	नेपाल सरकारले श्रमिकका लागि निधारण गरेको न्यूनतम पारिश्रमिक घटिगरी भुक्तानी दिन नपाईने भएकोले तदनुरूप व्यवस्थापन खर्च तर्फ मात्र प्रतिस्पर्धा गराईनेछ ।
१८	सुरक्षा सेवामा कार्यरत जनशक्ति यस अस्पतालको आवश्यकता अनुसार थप घट गर्न सकिने छ, थप घट गर्ने कार्यमा आपूर्तिकर्ताले बाधा विरोध गर्ने पाईने छैन ।



१९	विगत ३ (तिन) वर्ष देखि न्यूनतम १०० शैया संख्याको अस्पतालमान्यूनतम २० जना सुरक्षा सम्बन्धि कामदार सप्लाई गरि सेवा सन्तोषजनक रूपमा आपूर्ति गरेको प्रमाणपत्रको प्रतिलिपीपेश गर्नु पर्नेछ ।
२०	रकम कलम उल्लेख गर्दा पैसाको महलमा दुई डिजिटमा मात्र उल्लेख गर्नुपर्नेछ । उदाहरण: एक सय रुपैया एक पैसा मात्र उल्लेख गर्दा १००।०१ उल्लेख गर्नुपर्नेछ ।

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प्रमुख मेडिकल सुपरिटेण्डेण्ट



## कार्य विधि तथा योजना(Methodology and Work Plan)

निम्नबुँदाहरुको आधारमा प्रस्तावदाताले आफ्नो प्रस्तावमा कार्यक्रम सञ्चालन कार्यविधि तथा कार्ययोजना (Methodology and Work Plan) को बारेमा छोटो करीरूपमा विवरण दिनु पर्नेछ ।

१. प्रस्तावदाताले गर्ने कामको विवरण तथा सो को अपेक्षित परिमाण र उपलब्धिको संक्षिप्त विवरण पेश गर्नु पर्ने छ ।
२. प्रस्तावदाताले कार्यविधि तथा कार्य योजना (कार्य सम्पन्न गर्ने समयावधि, जिम्मेवार व्यक्ति, सहयोगी व्यक्ति, सूचकांक, अपेक्षित परिणाम, श्रोत) आदि उल्लेख गरि पेश गर्नु पर्ने छ ।
३. कामदार कर्मचारीको सेवा सञ्चालनको लागि प्रस्तावदाताले प्रयोग गर्ने विधि तथा प्रविधि ।
४. कार्य सप्पादनको सिलसिलामा कुनै सृजनात्मक उपाय भए सो को विवरण ।

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## अनुसुचि-१

Format of Curriculum Vitae (CV) for Proposed Professional Staffs

Photo

नाम:- .....स्थायी ठेगाना:..... जिल्ला .....म.न.पा./उम.न.पा./न.पा./गा.पा...  
.....वडा न ..... गाउँ/टोल..... अस्थायी ठेगाना:- जिल्ला .....म.न.पा.....  
/उम.न.पा./न.पा./गा.पा.....वडा न.....गाउँ/टोल.....जन्म मिति: वि.सं.....  
साल.....महिना .....गते (इस्वी सं. ....साल, .....महिना .. .. गते)

राष्ट्रियता:-.....शैक्षिक योग्यता:-.....

### तालिम:-

१. ....
२. ....
३. ....

### अनुभव-

१. ....
२. ....

फोन नं./मो.नं.....

ईमेल:-.....

प्रमाणित गर्नेको हस्ताक्षर:-.....

मिति:-

(नागरिकताको प्रतिलिपीहरू अनिवार्य रूपमा पेश गर्नु पर्ने छ ।)

.....  
(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिटेण्डन्ट  
सुपरीटेण्डन्ट





कोशीअस्पताल, विराटनगर मोरङको

अनुसुचि-२


आर्थिक प्रस्ताव पेश गर्ने फारम

मिति: .....

श्री कोशीअस्पताल, विराटनगर मोरङ ।

महोदय,

हामी तल सहिछाप गर्नेले सुरक्षा सेवा सम्बन्धि त्यस अस्पतालबाट प्राप्त प्रस्ताव राम्रो सँग जाँची अध्ययन गर्नु र त्यहाँको मिति २०८०/१०/०८ को प्रस्ताव आह्वान सम्बन्धि सूचना बमोजिम कोशी अस्पताल, विराटनगर को सुरक्षा सेवा सम्बन्धि कार्यमा २४ सै घण्टा उपर्युक्त सेवा दिन इच्छुक भएकाले यो प्रस्ताव पेश गरेका छौं । हामीले प्रस्ताव सँगै प्राप्त फाराम बमोजिम सेवाका लागि लाग्ने जनशक्ति तथा अन्य कार्यहरु सञ्चालनको लागि देहाय बमोजिम व्यवस्थापन शुल्क कूल मूल्य रु.....(अक्षरेपी:.....) उल्लेख गरि यसै साथ खामबन्दी आर्थिक प्रस्ताव शिलबन्दी गरि पेश गरेका छौं ।


  
(डा. चन्द्रभाले द्यामि)  
प्रमुख मेडिकल सुपरिण्डेण्ट  
कोशी अस्पताल, विराटनगर



कोशी अस्पतालको लागि आवश्यक सुरक्षा सबो खरिदको दररेट फाराम सुरक्षा गार्ड जनशक्ति २० जना

सि.नं.	खर्चशिर्षक	संख्या	प्रतिमहिना प्रति व्यक्ति दर	प्रतिमहिना जम्मा	बार्षिककुल जम्मा रु.
1	आधारभूत पारिश्रमिक	२०	१०८२०.००	२१६४००.००	२५९६८००.००
2	महगी भत्ता	२०	६४८०.००	१२९६००.००	१५५५२००.००
3	सञ्चयकोष	२०	१०८२.००	२१६४०.००	२५९६८०.००
4	उपदान	२०	९०१.३१	१८०२६.२०	२१६३१४.४०
5	चाडपर्व खर्च (प्रत्येक १ म्हिनाको आधारभुत पारिश्रमिक वराबर)	२०	९०१.६६	१८०३३.२०	२१६३९८.४०
6	सामाजिक सुरक्षा कोष	२०	१८०.६९	३६१३.८०	४३३६५.६०
7	बिरामी विदा (वार्षिक १२ दिन पारिश्रमिक)	२०	४१८.००	८३६०.००	१००३२०.००
8	घर विदा (काम गरेको अवधिको २० दिनको १ दिनका दरले पारिश्रमिक)	२०	६२७.००	१२५४०.००	१५०४८०.००
9	१३ वटा सार्वजनिक विदा वापत	२०	६७९.२५	१३५८५.००	१६३०२०.००
10	४ वटासाप्ताहिकविदामा	२०	२५०८.००	५०१६०.००	६०१९२०.००
सार्वजनिक विदा र साप्ताहिक विदामा समेत दैनिक दृष्टाको काम गरीजम्मा रु.		२०	२४५९७.९१	४९१९५८.२०	५९०३४९८.४०
व्यवस्थापन खर्च कबोलरकम					
व्यवस्थापन खर्च समेतजम्मा					
मु.अ.कर १३प्रतिशत					
कुल जम्माअंकमा					
कुल जम्माअक्षरमा					


प्रस्तावदाताले बोल कबोल रकम उल्लेख गर्दा दशमलव (Decimal)पछाडि दुई अंक (Digit) सम्म मात्र कबोल गर्नुपर्नेछ ।

  
 (डा. चन्द्रभाले द्यामी)  
 प्रमुख मेडिकल सुपरिण्डेण्ट



## वित्तीय विवरण सम्बन्धी फारम

विगत लगातार ३ आ.व.को वित्तीय विवरण (ने.रु.मा)			
	पहिलो वर्ष	दोस्रो वर्ष	तेस्रो वर्ष
<b>वासलात अनुसारको विवरण (Information from Balance Sheet)</b>			
जम्मा सम्पत्ति (Total Assets)			
जम्मा दायित्व (Total Liabilities)			
खुद सम्पत्ति (Net Worth)			
चालु सम्पत्ति (Current Assets)			
चालु दायित्व (Current Liabilities)			
<b>आम्दानी-विवरण अनुसार (Information from Income Statement)</b>			
जम्मा आम्दानी (Total Revenue)			
कर अघिको नाफा: (Profit Before Taxes)			
कर पछिको नाफा: (Profit After Taxes)			
<p>देहाय अनुसारको, विगत लगातार ३ आ.व.को वित्तीय विवरणको (वासलात, सम्बन्धित सम्पूर्ण टिप्पणीहरू र आम्दानी विवरण सहित) प्रतिलिपित संलग्न गरिएको छ:</p> <ul style="list-style-type: none"> <li>• वित्तीय विवरण प्रमाणपत्र प्राप्त लेखापरीक्षकद्वारा लेखा परीक्षण गरिएको हुनु पर्दछ ।</li> <li>• वित्तीय विवरणसंग सम्बन्धित सम्पूर्ण लेखा टिप्पणीहरू सहितको पूर्ण वित्तीय विवरण हुनु पर्दछ ।</li> <li>• वित्तीय विवरणहरू समाप्त भएका आर्थिक वर्षहरूको र लेखा परीक्षण गरिएको हुनु पर्दछ - यहाँ आंशिक अवधिको वित्तीय विवरण माग गरिएको होइन र त्यस्ता अवधिका वित्तीय विवरण स्वीकार पनि गरिने छैन ।</li> </ul>			

  
 (डा. चन्द्रभाले द्यामी)  
 प्रमुख मेडिकल सुपरिण्डण्ट



औसत वार्षिक कारोबार सम्बन्धी फारम

यस अन्तर्गत दिइने जानकारी सम्बन्धित वर्ष सेवाग्राहीका चालु कार्य वा सम्पन्न भएका कार्यका लागि जारी भएका विल अनुसारको रकमको वार्षिक कारोबार नेपाली रुपैयाँमा हुनु पर्नेछ ।

विगत लगातार ३ आ.व.को वार्षिक कारोबार (Annual Turnover Data for the Last 3 Years)	
वर्ष	रकम (ने.रु.)
प्रथम वर्ष/आ.व.	
दोस्रो वर्ष/आ.व.	
तेस्रो वर्ष/आ.व.	
औसत वार्षिक कारोबार (Average Annual Turnover)	

टर्न ओभरको मुल्यांकन कर चुक्ता प्रमाणपत्रको आधारमा गरिनेछ ।

.....  
(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिण्डेण्ट  
प्रमुख मेडिकल सुपरिण्डेण्ट



### वित्तीय स्रोत सम्बन्धी फारम

यो ठेक्काको लागि आवश्यक सम्पूर्ण नगद प्रवाह धान्नको लागि प्रस्तावित वित्तीय स्रोतहरू जस्तै - तरल पूँजी, दायित्व रहि वास्तविक सम्पत्ति (Unencumbered real asset), लगायत अन्य वित्तीय स्रोतहरू उल्लेख गर्नु पर्नेछ ।

वित्तीय स्रोतहरू		
	रकम उपलब्ध हुने स्रोतहरू	रकम (ने.रु.)
१		
२		
३		

नोट: बैंकको पत्र शर्त रहितको हुनु पर्नेछ ।

### प्रस्तावदाताको विवरण सम्बन्धी फारम

(प्रस्तावदाताले यो फारम भर्नु पर्नेछ । यो फारममा कुनै पनि परिवर्तन गर्न पाइने छैन र यो फारमको सट्टा अर्को कुनै पनि फारम स्वीकार गरिने छैन र संयुक्त उपक्रम भएको खण्डमा, संयुक्त उपक्रमका प्रत्येक सदस्यले यो फारम छुट्टाछुट्टै भरी, आ-आफ्नो विवरण पेश गर्नु पर्नेछ ।)

मिति :-.....(गते, महिना र वर्षको क्रममा, प्रस्तावपत्र पेश गरेको मिति लेख्नुहोस् ।) पेज नं.....(जम्मा पेज संख्या.....)

सि.न	विवरण	फर्मले पेश गर्ने
१	प्रस्तावदाताको नाम:	
२	प्रस्तावदाताको ठेगाना:	
३	प्रस्तावदाताको फर्म/कम्पनी दर्ता गरेको देश:	
४	प्रस्तावदाताको फर्म/कम्पनी दर्ता गरेको साल:	
५	प्रस्तावदाताको फर्म/कम्पनी दर्ता गरेको देशको ठेगाना:	
६	प्रस्तावदाताको आधिकारिक प्रतिनिधिको विवरण: नाम: ठेगाना: टेलिफोन/फ्याक्स: इमेल:	
७	प्रस्तावदाताको टेलिफोन/फ्याक्स	
८	प्रस्तावदाताको इमेल: निम्न कागजातहरूको सक्कल बमोजिमको प्रतिलिपि संलग्न गरिएको छ: १. फर्म/कम्पनी दर्ता प्रमाणपत्र २. फर्म/कम्पनीलाई प्रतिनिधित्व गर्ने आधिकारिकताको प्रमाणपत्र	

(डा. चन्द्रभाल झा)  
प्रमुख मेडिकल सुपरिटेण्डेन्ट  
प्रमुख मेडिकल सुपरिटेण्डेन्ट



## विशेष अनुभव सम्बन्धी फारम

वोलपत्रदाताको नाम.....

मिति.....

वोलपत्र आह्वान नं..... पेज नं.....(जम्मा पेज संख्या.....)

सामान प्रकृतिको ठेक्का	विवरण		
ठेक्का नं.			
सम्भौता मिति			
सम्पन्न मिति			
सहभागिताको किसिम	ठेकेदार (Contractor)	व्यवस्थापन (Management Contractor)	ठेकेदार (Sub Contractor)
जम्मा करारको सम्भौता मूल्य	मुद्रा.....		
वोलपत्रदाताले सम्पादन गरेको कामको विवरण			
संयुक्त उपक्रमको साभेदार सदस्यको रुपमा वा सब कन्ट्र्याक्टर भई काम गरेको भए करार सम्भौता मूल्यमा आफ्नो सहभागिताको मात्रा उल्लेख गर्नुहोस्	.....%	.....	मुद्रा.....
खरीदकर्ताको नाम:			
खरीदकर्ताको ठेगाना:			
खरीदकर्ताको टेलिफोन/फ्याक्स नं.			
खरीदकर्ताको इमेल:			

(प्रस्तावदाताले यो फारम, काम सम्पन्न गरेको वा काम प्रगतिमा रहेको प्रत्येक ठेक्काको लागि छुट्टाछुट्टै भर्नु पर्नेछ ।)

.....  
(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिण्डण्ट  
प्रमुख मेडिकल सुपरिण्डण्ट



## कार्यक्षेत्रगत शर्तहरू(Terms of Referance)

1. फर्म/संस्था/कम्पनीले कामदार कर्मचारीहरूलाई आवश्यक पर्ने यूनिफर्म, आवश्यक इक्वूपमेन्ट्स आदीको ब्यवस्था आफै गर्नु पर्ने छ, ड्यूटिमा यूनिफर्म अनिवार्य छ। यूनिफर्म बिनाको कामदारलाई अस्पतालमा काममा लगाईने छैन ।
2. आपूर्तिकर्ताले २४ सै घण्टा र सार्वजनिक विदाको दिनमा पनि अनिवार्य रुपमा सेवा दिनु पर्ने छ ।
3. सम्झौता बमोजिम दिईएको समय भित्र सेवा सूचारु नगरेमा, बीचमा काम छोडेमा, वा सम्झौता बमोजिम सन्तोषजनक काम नगरेमा प्रचलित कानून तथा सम्झौतामा उल्लेखित शर्त अनुसार कारवाहि हुने छ ।
4. ड्यूटिको समयमा कम्पनीको कामदारको लापरवाहिबाट यस अस्पतालको भौतिक वा अन्य सम्पति हानी/नोक्सानी भएमा कम्पनीले नै ब्यहोर्नु पर्ने छ ।
5. ड्यूटिको समयमा सुर्ती, तथा मादक पदार्थ जन्य पदार्थ सेवन गरि हानी नोक्सानी हुन गएमा सोको सम्पूर्ण क्षतिपूर्तिका साथै तत्काल सो समस्या समाधान गर्नु पर्ने छ ।
6. सेवा प्रदान गर्ने पक्षले दिएको सेवाको प्राविधिक स्पेसिफिकेशन र कार्य सम्पादनको गुणस्तर अस्पतालले तोके बमोजिम हुनेछ ।
7. उपर्युक्त सेवा वापत मासिक भुक्तानी लिंदा नियमानुसारको रकमको कर कट्टि गरी एकमुष्ट रकम हिसाब गरी आर्थिक प्रशासन शाखाबाट भुक्तानी दिइने छ । सो रकम प्रचलित श्रम ऐन, नियमावली अनुसार तोकिएको रकम भन्दा कम पारिश्रमिक हुने छैन ।
8. यस अस्पताल र प्रस्तावक बीच दुई पक्ष भई काम गर्ने हुनाले उपलब्ध गराईएका व्यक्तिहरूको मागसंग अस्पतालको कुनै सरोकार हुने छैन ।
9. अस्पतालको आवश्यकता अनुसार कामदारको संख्यामा घटबढ हुन सक्ने छ । सो विषयमा कम्पनी वा संस्थाले असहमति जनाउन पाउने छैन ।
10. सुरक्षा कार्यमा संलग्न जनशक्तिहरूको लागि सुरक्षा सेवा प्रदान गर्न आवश्यक सामग्रीहरू जस्तै पोशाक, पञ्जा, जुता, मोजा, खुकरी, टोपि, पेटी आदि लगायतको व्यवस्था फर्म/कम्पनी आफैले गर्नु पर्ने छ ।
11. कम्पनीले उपलब्ध गराएका कामदारहरूलाई यस अस्पतालबाट कुनै पनि अन्य सुविधा उपलब्ध हुने छैन ।

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12. सुरक्षा सम्बन्धि काम गर्ने कामदारहरुले मासिक रुपमा गर्ने कामको अनुगमन, मूल्यांकन गर्न सुरक्षा शाखा प्रमुखले गर्ने र सन्तोषजनक काम गरेको सिफारिश पश्चात रकम भुक्तानी गरिने छ ।
13. प्रस्ताव स्वीकृत भई खरिद सम्झौताका लागि प्रस्तावक अस्पतालमा उपस्थित हुँदाका बखत कार्य सम्पादन जमानतका साथमा अनुसूचि-१ अनुसारको कामदारको विवरण पेश गर्नु पर्ने छ ।
14. अर्को खरिद कारवाहि भई सेवा सूचारु नभए सम्म यहि सम्झौताका आधारमा सेवा उपलब्ध गराउनु पर्ने छ ।
15. खरिद सम्झौता सम्पन्न भई सेवा सुचारु भएपछि पहिलो महिनाको पारिश्रमिक प्रथम पक्षले उपलब्ध गराउने र दोश्रो महिना देखि प्रत्येक महिनाको पारिश्रमिक उपलब्ध गराउनको लागि अघिल्लो महिनामा सम्बन्धित कामदारको बैंक खातामा रु.२४५९७.९१ मा नियमानुसार करकट्टा गरि रकम जम्मा भएको प्रमाण पेश गरेको आधारमा मात्र भुक्तानी हुने छ ।
16. अस्पतालमा काम गर्दा कुनै कामदारले गलति गरेको कारण अस्पतालले फिर्ता गर्नु भनेमा सोको बदलामा अर्को कामदार उपलब्ध गराउनु पर्ने छ ।


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## मूल्यांकनका आधारहरू:

१. अस्पतालमा दिनु पर्ने सेवा अन्य कार्यालयमा दिने सेवा भन्दा पृथक र अत्यावश्यक प्रकृतिको सेवा भएकोले कम्तिमा विगत ३ वर्ष देखि १०० शैया भन्दा माथिको अस्पतालमा नियमित रूपमा २० जना जनशक्तिको सुरक्षा सेवा उपलब्ध गराएको हुनपर्ने ।
२. गुणस्तरीय कामको सुनिश्चितताका लागि ISO certificate भएको हुनुपर्ने र संचार सेट संचालन गर्ने अनुमति प्राप्त भै सोको प्रमाणीत प्रतिलिपि संलग्न हुनु पर्ने ।
३. आर्थिक पक्षको गुणस्तरको लागि विगत विगत लगातार तीन आ.व.को औषत कारोबार रु. ५० लाख भन्दा माथिको भएको हुनपर्ने सो को प्रमाणको लागि तिन आ.व.को कर चुक्ता प्रमाणपत्र पेश हुनुपर्नेछ ।
४. व्यवस्थापन खर्चको लागि कबोल अंक न्युन प्रस्ताव गरेको कारण अस्पतालबाट अग्रिम आयकर कट्टि गर्दा हुन जाने क्षतिको पुर्ति श्रमिक कर्मचारीबाट नगरीने कुराको सुनिश्चितता दिलाउनुपर्ने छ ।
५. व्यवस्थापन खर्च तर्फ अस्पतालले अनुमान गरेको रकम भन्दा अधिक प्रस्ताव भएमा सो प्रस्ताव स्वतः अस्वीकृत गरीने छ ।
६. अस्पतालले अनुमान गरेको लागत अनुमान नेपाल सरकारले स्वीकृत गरेको दर रेट भन्दा कमी भएमा वा सम्झौता भएपछि परिवर्तन भएमा सोही वमोजिम नै सम्झौता परिवर्तन हुने भएकोले व्यवस्थापन खर्च तर्फ प्रतिशतमा नै कबोल गर्नुपर्ने छ ।
७. उपरोक्त शर्तहरू पुरा गरेका र व्यवस्थापन खर्चमा न्यून प्रस्ताव गर्ने प्रस्तावदातालाई छनौट गरिने छ ।
८. व्यवस्थापन खर्चको लागि कबोल अंक एक भन्दा धेरै कम्पनीको बराबर हुन गएमा विगत लगातार ३ आ.व.मा गरेको कारोबारको एभरेजको आधारमा तुलनात्मक रूपमा धेरै कारोबार गर्ने अर्थात धेरै टर्नओभर भएको आपुर्तिकर्ता लाई छनौट गरिनेछ ।

  
(डा. चन्द्रभाले द्यामि)  
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## आपूर्ति गर्नुपर्ने सेवाको परिमाण

कामदार - २० जना

प्राविधिक स्पेशिफिकेशन कोशी अस्पतालको लागि आवश्यक सुरक्षा गार्ड सेवा  
खरिदको स्पेशिफिकेशन

सि.नं.	विवरण	योग्यता
१	सुरक्षा सम्बन्धि कामदार	<ul style="list-style-type: none"><li>• नेपाली नागरिक हुनु पर्ने छ ।</li><li>• लेखपढ गर्न जान्ने ।</li><li>• पेशा सम्बन्धि ज्ञान भएको हुनु पर्ने ।</li><li>• काम सम्बन्धमा सामान्य परामर्श दिन सक्ने हुनु पर्ने ।</li><li>• १८ वर्ष उमेर पुरा भै ३५ वर्ष ननाघेको ।</li><li>• कुनैपनि फौजदारी अभियोगमा कसूरदार नठहरिएको हुनु पर्ने ।</li><li>• शारीरिक र मानिसक रुपमा स्वस्थ रहेको प्रमाण पत्र पेश गर्नु पर्ने छ ।</li></ul> <p>उचाई:</p> <ul style="list-style-type: none"><li>• महिला:५फिटपुरुष:५/३फिट</li></ul> <p>तौल</p> <ul style="list-style-type: none"><li>• महिला:४५के.जिपुरुष:५०के.जि</li></ul>

फर्म/कम्पनीको नाम .....

आधिकारिक हस्ताक्षर .....

हस्ताक्षर गर्नेको नाम थर .....

सम्पर्क नं. ....

मिति .....

फर्म/कम्पनीको छाप .....

.....  
(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिण्डेण्ट  
कोशी अस्पताल, विराटनगर



## Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office  
(On letter head of the bank)

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]

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] (hereinafter 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.

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

Letter of Bid

प्रमुख मेडिकल सुपरिण्डण्ट



(The Bidder shall complete the Letter of Bid 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 issued in accordance with Instructions to Bidders (ITB) Clause 9;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Section V (Schedule of Requirements), the following Goods and Related Services: [insert a brief description of the goods and related services] ;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
[Incase of only one lot/package, insert the total Bid Price in words and figures];

[Incase of multiple lots/packages, insert the total price of each lot/package];

(d) The discounts offered and the methodology for their application are:  
The discounts offered are: [specify in detail each discount offered;

The exact method of calculations to determine the net price after application of discounts is shown below:  
[specify in detail the method that shall be used to apply the discounts];

(e) Our Bid shall be valid for a period of ..... [insert validity period as specified in ITB 20.1 of the BDS] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.8 and meet the requirements of ITB 3.4 & 3.5;

(h) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;

(i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(j) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;

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(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरविजेंट



(k) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.

(l) 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.")

(m) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.

(n) 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.

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

(p) 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

.....  
(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरविजेंट  
प्रमुख मेडिकल सुपरविजेंट



## Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.

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प्रमुख मेडिकल सुप्लायर्स एसोसिएशन  
डा. चन्द्रमाला शर्मा  
प्रमुख सचिव



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(डा. चन्द्रभाले झा)  
प्रमुख मेडिकल सुपरिटेण्डेंट  
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## Section VI. General Conditions of Contract

### 1.1 Definitions

- 1.2 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- 1.3 “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.
- 1.4 “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- 1.5 “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.
- 1.6 “Day” means calendar day.
- 1.7 “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.
- 1.8 “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- 1.9 “GCC” means the General Conditions of Contract.
- 1.10 “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.
- 1.11 “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- 1.12 “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- 1.13 “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.
- 1.14 “SCC” means the Special Conditions of Contract.
- 1.15 “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.

- 1.16 “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.
- 1.17 “GoN” means the Government of Nepal.
- 1.18 “The Site,” where applicable, means the place named in the SCC.
- 1.19 Contract Documents
- 1.20 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.
- 1.21 Fraud and Corruption
- 1.22 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 Contract and the provisions of GCC Clause 34.1 shall apply.
- 1.23 For the purposes of this Sub-Clause:
- 1.24 (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;
- 1.25 (ii) “fraudulent practice”<sup>1</sup> 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;
- 1.26 (iii) “collusive practice”<sup>2</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- 1.27 (iv) “coercive practice”<sup>3</sup> 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;

<sup>1</sup>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.

<sup>2</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>3</sup>a “party” refers to a participant in the procurement process or contract execution.



- 1.28 (v) “obstructive practice” is
- 1.29 (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
- 1.30 (bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.
- 1.31 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office 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:
- 1.32 if it is established that the Supplier committed acts specified in ITB 3.2,
- 1.33 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.
- 1.34 3.3 Incase of DP funded bid, DP:
- 1.35 (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- 1.36 (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- 1.37 (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract



performance and to have them audited by auditors appointed by the Bank.

## 2. Interpretation

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

### 2.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

### 2.5 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.

### 2.6 Nonwaiver

- (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.

### 2.7 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.

## 3. Language

3.1 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.

3.2 The Supplier shall bear all costs of translation to the



governing language and all risks of the accuracy of such translation.

**4. Joint Venture, Consortium or Association**

4.1 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.

4.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.

**5. Notices**

5.1 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.

5.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**6. Governing Law**

6.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.

**7. Settlement of Disputes**

7.1 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.

7.2 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’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.

**8. Scope of Supply**

8.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.

8.2 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.

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## **9. Delivery**

9.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance 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.

## **10. Supplier's Responsibilities**

10.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

## **11. Purchaser's Responsibilities**

11.1 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.

11.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

## **12. Contract Price**

12.1 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.

12.2 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.

## **13. Terms of Payment**

13.1 The Contract Price shall be paid as specified in SCC.

13.2 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.

13.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid 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 and half when the supplier has

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submitted the evidence of submission of tax return to the concerned Internal Revenue Office.

13.4 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.

13.5 Payments shall be made to the Supplier under this Contract in Nepalese Currency.

13.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

#### **14. Taxes and Duties**

14.1 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

#### **15. Performance Security**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

#### **16. Copyright**

16.1 The copyright 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.

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## 17. Confidential Information

- 17.1 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 Subcontractor 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 Clause 19.
- 17.2 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.
- 17.3 The obligation of a party under GCC Sub-Clauses 19.1 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.
- 17.4 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.
- 17.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## 18. Subcontracting

- 18.1 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.

18.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

## **19. Specifications and Standards**

### **19.1 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.

19.2 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. 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 Clause 32.

## **20. Packing and Documents**

20.1 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.

20.2 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.

## 21. Insurance

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

## 22. Transportation

22.1 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.

## 23. Inspections and Tests

23.1 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.

23.2 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 inspectors at no charge to the Purchaser.

23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.4 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.

23.5 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.

- 23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 23.7 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-Clause 25.4.
- 23.8 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.

## **24. Liquidated Damages**

- 24.1 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 its other 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 day 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 Clause 34.

## **25. Warranty**

- 25.1 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.
- 25.2 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.
- 25.3 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.

- 25.4 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.
- 25.5 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.
- 25.6 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.

## **26. Patent Indemnity**

- 26.1 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.
  - (c) 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.
- 26.2 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 or claim.

26.3 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.

26.4 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.

26.5 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.

## **27. Limitation of Liability**

27.1 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.

## **28. Change in Laws and Regulations**

28.1 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 Clause 14.

## **29. Force Majeure**

- 29.1 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.
- 29.2 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.
- 29.3 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.

## **30. Change Orders and Contract Amendments**

- 30.1 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.
- 30.2 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.

30.3 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.

### 31. Extensions of Time

31.1 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, its 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.

31.2 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.

### 32. Termination

#### 32.1 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 Contract in 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;
  - (ii) if the Supplier fails to perform any other obligation under the Contract.
  - (iii) The ~~supplier~~ <sup>प्रमुख मेडिकल सुप्लायर</sup> 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.
  - (a) does not commence the work as per the contract,
  - (b) abandons the contract with out 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 pay to the Purchaser for whole costs for such similar Goods or Related Services. However, the Supplier shall continue 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.

### 32.2 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.

### 32.3 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:
- (c) To have any portion completed and delivered at the Contract terms and prices; and/or
- (d) 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.

### 33. Assignment

33.1 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.

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## 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.

<b>GCC 1.1(i)</b>	The Purchaser's country is: <b>Nepal</b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b>Koshi Hospital, Biratnagar.</b>
<b>GCC 1.1 (p)</b>	The Site is: <b>Koshi Hospital, Biratnagar.</b>
<b>GCC 5.1</b>	The language shall be: <b>Nepali or English</b>
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser's address shall be: Name and Address of the Purchaser: Koshi Hospital, Biratnagar, Morang. Telephone number: Facsimile number: e-mail Address:
	For notices, the Suppliers's address shall be: <i>[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]</i> Name and Address of the Supplier: Telephone number: Facsimile number: Whatsapp No: e-mail Address:
<b>GCC 9.2</b>	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepalat Nepal Council of Arbitration.
<b>GCC 10.1</b>	The Scope of Supply shall be defined in: <i>[insert "Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, 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.]</i>




GCC 11.1	<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ol style="list-style-type: none"> <li>Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>Copy of packing list indentifying the contents of each package;</li> <li>Delivery note, railway receipt, or truck receipt;</li> <li>Manufacturer's or Supplier's warranty certificate;</li> <li>Certificate of origin; and</li> <li>Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;</li> </ol> <p>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.</p> <p>[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]</p>
GCC 14.2	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.</p>
GCC 15.1	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> <li>The payment shall be made: <ol style="list-style-type: none"> <li>through accounts division/unit of the Purchaser or</li> <li>Through the District Treasury Controller Office.</li> </ol> </li> </ol> <p><i>[Delete those not appropriate]</i></p>
GCC 15.1	<ol style="list-style-type: none"> <li>Payments shall be made in Nepalese Rupees in the following manner: <p><i>[Note: The milestones may be shipment, delivery, testing, installation, acceptance etc. or any appropriate combination as per necessity depending upon the nature of supply]</i></p> </li> </ol>
GCC 15.3	<p>The proportion of payments retained is: <b>"5 (five) percent"</b></p>
GCC 15.6	<p>The interest rate that shall be applied for payment delay is : Not Applicable</p>

  
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<p><b>GCC 17.1</b></p>	<p>The Supplier shall provide a Performance Security as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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:</li> </ol> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.</p> <p>The Performance Security shall be valid for the period of 30 days.</p> <p>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p>
<p><b>GCC 17.3</b></p>	<p>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 commercial 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.</p>

  
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GCC 22.2	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> <li>Contract number :</li> <li>Name and address of the Purchaser:</li> <li>Country of origin,</li> <li>Gross weight</li> <li>Net weight</li> <li>Package number of total number of packages</li> <li>Brief description of content</li> </ol> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p>[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]</p>
GCC 23.1	<p>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.</p>
GCC 25.2	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: <i>[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out. For example insert for each test:</i></p> <p><b>Goods:</b> _____</p> <p><b>Type of Test:</b> _____</p> <p><b>Time or Milestone:</b> _____</p> <p><b>Place:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Country:</b> _____]</p>
GCC 26.1	<p>The applicable rate of liquidated damages shall be: <b>0.05 percent of the Contract Price per day</b></p>

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<b>GCC 26.1</b>	<p>The maximum amount of liquidated damages shall be: <b><i>ten (10) percent of the Contract Price.</i></b></p> <p>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.</p>
<b>GCC 27.3</b>	<p>For the purposes of the Warranty, the place of final destination shall be: <b><i>Koshi Hospital, Biratnagar, Morang.</i></b></p>
<b>GCC 27.5 &amp; 27.6</b>	<p>The Supplier shall correct any defects covered by the Warranty within: <b><i>10 days</i></b> of being notified by the Purchaser of the occurrence of such defects.</p>

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## Section VIII. Contract Forms

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# Letter of Intent

[on letterhead 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 responsive lowest evaluated bid.

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

Subject: Issuance of letter of intent to award 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]

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कोशी अस्पताल, विराटनगर



# Letter of Acceptance

[on letterhead 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. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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)

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## 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 therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

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

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

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

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

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

Date: [insert date of signing]

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## 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]*

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