

PROPOSAL DOCUMENT

For

Procurement of Sample Collection Kit & Goods for COVID- 19

**Panchapuri Municipality
Office Of The Municipal Executive
Babiyachaur ,Surkhet
KarnaliProvince , Nepal**

Issued on: **May 28, 2020**

Issued to: All eligible Supplier's



पञ्चपुरीनगरपालिका
नगरकार्यपालिकाकोकार्यालय
बाबियाचौर, सुर्खेत

कर्णालीप्रदेश, नेपाल

प.सं. २०७६/०७७

च.नं.

COVID-19 कोपरिक्षणतथाव्यवस्थापनकोलागिआवश्यकसामग्रीखरिदसम्बन्धी
अत्यन्त जरुरी सूचना

सूचनाप्रकाशितमिति २०७७/०२/१६

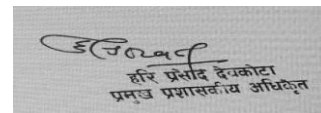
विश्वभरमहामारीकोरूपलिइफैलिरहेकोकोरोनाभाइरस(COVID-19) कोपरीक्षण, रोकथामतथाव्यवस्थापनकोलागियसनगरपालिकालाईआवश्यकतपसिलबमोजिमकासामग्रीहरुसार्वजनिकखरिदऐन, २०६३कोदफा६६रसार्वजनिकखरिदनियमावली, २०६४कोनियम१४५कोउपनियम३बमोजिमबिशेषपरिस्थितिमाखरिदगर्नेव्यवस्थासम्बन्धिकानूनप्रावधानभएबमोजिम त्कालखरिदगर्नुपर्नेपरिस्थितिसिर्जनाभएकोलेइच्छुकफर्म, कम्पनि, वाआपूर्तिकर्तालेचालुआ.ब. कालागिनविकरणगरेकोव्यवसाय/कम्पनिदर्ताकोप्रमाणपत्र, आ.ब. २०७५/०७६कोकरचुत्ताप्रमाणपत्र, मु.अ.करदर्ताप्रमाणपत्रकोप्रतिलिपी, आवश्यकतोकिएकाकागजातसंलग्नराखिउल्लेखितसामग्रीकोविवरण/स्पेसिफिकेसनयसनगरपालिकाबाटपासगरीवायसनगर पालिकाकोweb site:- www.panchapurimun.gov.npबाटडाउनलोडगरीमिति २०७७।०२।१८गतेकार्यालयसमयभित्रनगरपालिकामा आएरसोझैवायसनगरपालिकाकोइमेलठेगाना panchपुरी.municipality@gmail.com मामिति २०७७/०२/१८ गतेरातिको १२:००बजेभित्रआफ्नोउचितमूल्यकोप्रस्तावसहितपेशगर्नुहुनसम्बन्धितसबैकोजानकारीकोलागियोसूचनाप्रकाशि तगरिएकोछ।

तपसिल:-

S.N.	Particulars	Unit	Quantity
1	Hand Sanitaizer100ml	Bot.	500
2	Hand Sanitaizer250ml	Bot.	300
3	Hand Sanitaizer500ml	Bot.	300
4	Hand Wash soap	Pcs.	2000
5	Surgical Mask	Pcs.	10000
6	Respirator mask N95 or KN 95	Pcs.	300
7	PPE Set(Reuseble)	Set	100
8	3 ml VTM with Swab Stick	Set	2000

हरिप्रसाद देवकोटा

प्रमुख प्रशासकिय अधिकृत

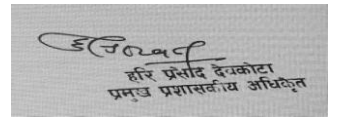


Section I. Invitation for Direct Purchase (IDP)

1. The *Panchapuri Municipality Babiyachaur, Surkhet* invites Priced Quotations for the supply, delivery of **Hand Sanitizer, Hand wash Shop, Surgical Mask, Respirator Mask, PPE Set and VTM with Swab sticks** detailed in attached Specifications and the Schedule of Requirements provided herein.
2. Bidder can quote the individual item also.
3. The Price Quotation submitted by the Bidder shall comprise the following:
 - a. Quotation and Price Schedules
 - b. Schedule of Requirements
 - c. Technical Specifications
4. Priced Quotations must be submitted to the office of *Panchapuri Municipality Babiyachaur, Surkhet, Administration Section* or through email on panchapuri.municipality@gmail.com or before 31st **Mahy, 2020** during office hours.
5. 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.
6. 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.
7. Submitted Priced Quotations must remain valid for a period of **30 days** after the deadline for submission date.
8. 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 or Submission of Tax Returns up to 075/076
9. The goods supplied under this contract shall conform to the Schedule of Requirements and the standards mentioned in the Technical Specification.
10. 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.
11. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

Name of the Purchaser: **Panchapuri Municipality**
Address of the Purchaser: **Babiyachaur, Ward No. 5, Surkhet**



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 Goods**

 - 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.
- 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 carry out the following acts with an intention to influence the implementation of the procurement processor 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.

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.No.	Description	Unit	Place of Delivery	Delivery schedule	Brand/Manufacturer	Country of Origin	Bidder Offer Delivery Period
1	Hand Sanitaizer100ml	Bot	Office of the municipal Executive	Within 5 days from the Purchase Order issue date			
2	Hand Sanitaizer250ml	Bot	Office of the municipal Executive	„			
3	Hand Sanitaizer500ml	Bot	Office of the municipal Executive	„			
4	Hand Wash Soap	Pcs.	Office of the municipal Executive	„			
5	Surgical Mask	Pcs.	Office of the municipal Executive	„			
6	Respirator mask N95 or KN 95	Pcs.	Office of the municipal Executive	„			
7	PPE Set(Reuseable)	Set	Office of the municipal Executive	„			
8	3ml VTM with Swab Stick	Set	Office of the municipal Executive	„			

Section IV. Technical Specifications

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

Technical Specification of PPE Set

S.N.	Particulars	Purchaser's Specification	Bidders Offer/ Statement of Compliance
1	Personal Protective Equipment (PPE)	Manufacturer/Brand : Country of Origin: 1.PPE Suit(Isolation Gown) with hood Autoclavable Ill protection different size (L/M/S)- 1 pc for each set 2. Face Visor/shield (Anti fog and Head belt type), Clear plastic - 1 Pc for each set 3. Plastic shoe cover(L/M) up to knee length- 1pair for each set	
2	Note	Sample should be submitted (if needed).	

Technical Specification of Respirator

S.N.	Particulars	Purchaser's Specification	Bidders Offer/ Statement of Compliance
1	Respirator Mask N95 or KN95	Manufacturer/Brand :	
		Country of Origin:	
		N95 or FFP2(KN95) Type: Ear/Head Belt Type Design: welded bands (metal free), an aluminium nose clip and foam around the nose section. Material: Triple layer non-woven micro-fiber filter material. Filtration: Should filter ≥95% of particle of ≤0.3 micron. Respirator : Self Suction filter type anti particle respirator ISO/NIOSH/ CE/USFDA certified Note Bidder should submit the sample if needed.	

Technical Specification of Sanitizer and hand wash soap

S.N.	Particulars	Purchaser's Specification	Bidders Offer/ Statement of Compliance
1	Sanitizer	Manufacturer/Brand :	
		Country of Origin:	
		Instant Hand Sanitizer – 500 ml with push type dispenser for easy to use Sanitizer should have acceptable odour and colour and in the form of liquid or gel. Ethyl Alcohol Content or Isopropyl Alcohol Content 70%-80% v/v pH 6-8 Microbicidal Activity 5log reduction within 1 minute ≥ DDA Approved Product. Note: Bidder should submit the one sample if needed.	

2	Sanitizer	Manufacturer/Brand :	
		Country of Origin:	
		Instant Hand Sanitizer – 100 ml. Sanitizer should have acceptable odour and colour and in the form of liquid or gel. Ethyl Alcohol Content or Isopropyl Alcohol Content 70%-80% v/v pH 6-8 Microbicidal Activity 5log reduction within 1 minute ≥ DDA Approved Product. Note: Bidder should submit the one sample if needed.	
3	Sanitizer	Manufacturer/Brand :	
		Country of Origin:	
		Instant Hand Sanitizer – 250 ml. Sanitizer should have acceptable odour and colour and in the form of liquid or gel. Ethyl Alcohol Content or Isopropyl Alcohol Content 70%-80% v/v pH 6-8 Microbicidal Activity 5log reduction within 1 minute ≥	

Section IV. Technical Specifications

		DDA Approved Product. Note: Bidder should submit the one sample if needed.	
4	Hand Wash Soap	Manufacturer/Brand :	
		Country of Origin:	
		hand wash soap net wet : 60gm to 70gm quality : good.	

Technical Specification of Surgical Mask

S.N.	Particulars	Purchaser's Specification	Bidders Offer/ Statement of Compliance
1	Surgical Mask	Manufacturer/Brand :	
		Country of Origin:	
		1.surgical mask blue with white borders. 2. Tie it around your face, or fold it around some hair ties for ear loops. 3. at least two layers of material. 4. Copper or wire ribbon on the nose of the mask .	

Technical Specification of VTM with Swab Stick

S.N.	Particulars	Purchaser's Specification	Bidders Offer/ Statement of Compliance
1	Viral Transfer Medium (VTM) 3ml (with 2 swabs) one for each samples	Manufacturer/Brand :	
		Country of Origin:	
		3ml (with 2 swabs) one for each samples Suitably prepared sterile media for use in collecting throat and nasal swabs from human patients. Prepared from veal infusion broth and bovine albumin fraction and added with appropriate antibiotics. Packed in a suitable plastic container with cap having sticker for labeling. The tube should have been blistered. The item should be CE approved.	
2	Note	Product should have CE/USFDA Approved	

Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To:

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 _____

2.

PriceSchedule

Name of Supplier _____, _____, Page of _____

1	2	3	4	5	6	7
Item	Description	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	Hand Sanitaizer100ml	Bot	500			
2	Hand Sanitaizer250ml	Bot	300			
3	Hand Sanitaizer500ml	Bot	300			
4	Hand Wash Shop	Pcs	2000			
5	Surgical Mask	Pcs.	10000			
6	Respirator mask N95 or KN 95	Pcs.	300			
7	PPE Set(Reuseable)	Set.	100			
8	3ml VTM with Swab Stick	Set	2000			
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: