

SEALED QUOTATION DOCUMENT

Procurement of Goods Sealed Quotation

Supply and Delivery of Water Quality Laboratory Instruments and Chemicals.

**Issued by:
Department of Hydrology and Meteorology
Babarmahal Kathmandu**

Sealed Quotation Number

DHM/HD/G/SQ/01-2079/80

Issued On

21-12-2022

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Abbreviations

BDS.....	Bid Data Sheet
BD	Bidding Document
DCS.....	Delivery and Completion Schedule
DHM.....	Department of Hydrology and Meteorology
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC.....	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR	Schedule of Requirements
TS.....	Technical Specifications
VAT	Value Added Tax

Section - I
Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: Department of Hydrology and Meteorology

Address of the Office: Babarmahal Kathmandu

Invitation for Sealed Quotation for the procurement of Supply and Delivery of Water Quality Laboratory Instruments and Chemicals.

Sealed Quotation No: DHM/HD/G/SQ/01-2079/80

Date of Publication : 21-12-2022

1. The Department of Hydrology and Meteorology invites sealed quotations from registered Suppliers for the Supply and Delivery of Water Quality Laboratory Instruments and Chemicals..
2. Eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Babarmahal Kathmandu , 014215131, 014264219, dhm.gov@gmail.com.
OR
[may visit PPMO website www.bolpatra.gov.np.]
3. If hard copy is allowed then a complete set of Bidding Documents may be purchased from the office Department of Hydrology and Meteorology Babarmahal Kathmandu and the office Department of Hydrology and Meteorology Babarmahal Kathmandu by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.1000.0 till 05-01-2023 12:00 during office hours.
4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account
 - i. Name of the Bank :Rastriya Banijya Bank Ltd.
 - ii. Name of Office :Department of Hydrology and Meteorology
 - iii. Office Code no :308023501
 - iv. Office Account No :1000100200010000
 - v. Rajaswa (revenue) Shirshak No :14229
5. Sealed bids must be submitted to the office Department of Hydrology and Meteorology Babarmahal Kathmandu by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 05-01-2023 12:00. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at 05-01-2023 12:10 at the office of Department of Hydrology and Meteorology Babarmahal Kathmandu Bagmati Province Nepal.
Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 35000 , which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[1100100102030000] at [Rastriya Banijya Bank Ltd. , Thamel, Kathmandu, Bagmati Province, Kathmandu] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

Section - II

Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II Instructions to Bidder

1. Scope of Works

1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder

2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance for the FY 2078/79 or Tax Clearance for FY 2077/78 and Time Extension for FY 2078/79
4	Power of Attorney

2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.
3. One Quotation per Bidder

3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
5. Site Visit

5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Quotation Form

6.1 The Quotation Form comprise the documents listed below:
 1. Section I: Invitation for Sealed Quotation (SQ)
 2. Section II: Instructions to Bidders
 3. Section III: Bid Data Sheet
 4. Section IV Quotation Forms and Price Schedule
 5. Section V: Schedule of Requirements
 6. Section VI: General Conditions of Contract (GCC)
 7. Section VII: Special Conditions of Contract
 8. Section VIII: Contract Form
7. Clarification

7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation

8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation

9.1 The Quotation by the Bidder shall comprise the following:
 - a. Quotation Form and Price Schedules
 - b. Bid Security
 - c. Schedule of Requirements
10. Quotation Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees, for all items of the goods to be supplied under the contract.
10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
10.3 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.
11. Quotation Validity

11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

12. Quotation/Bid Security	<p data-bbox="422 62 1536 241">12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.</p> <p data-bbox="422 280 1536 517">12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p data-bbox="422 524 1536 640">12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p data-bbox="422 647 1536 947">12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's</p>
13. Format and Signing of Quotations	13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
14. Sealing and Marking of Quotations	<p data-bbox="422 1099 1536 1247">14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.</p> <p data-bbox="422 1254 1536 1308">14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	<p data-bbox="422 1585 1536 1639">18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS</p> <p data-bbox="422 1646 1536 1700">18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	<p data-bbox="422 1919 1536 1973">20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <p data-bbox="422 1980 1536 2098">(a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.</p>

21. Evaluation and Comparison of Quotations	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) , (b) and (c) above.</p> <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Award of Contract	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Purchaser's Right to Accept or Reject	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
25. Performance Security	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>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:</p> <p>Performance Security Amount =</p> <p>$[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>

26. Corrupt or Fraudulent Practices
- 26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27. Conduct of Bidders
- 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- give or propose improper inducement directly or indirectly,
 - distortion or misrepresentation of facts
 - engaging or being involved in corrupt or fraudulent practice
 - interference in participation of other prospective bidders.
 - coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - 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..
- 27.3 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
28. Blacklisting Bidder
- 28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
- if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,
 - if it is proved later that the bidder/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 ,
 - if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
 - if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
 - Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,
- 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
29. Publication of contract award notice
- 29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.
- Name of the procurement,
 - IFB number,
 - date and name of newspaper published the IFB notice,
 - name of the successful Bidder, and the contract price.
- 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30. Provision of PPA and PPR
- 30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section III Bid Data Sheet

ITB 1	<p>The scope of Supply is :</p> <p>The number of the Invitation for Sealed Quotation (SQ) is :DHM/HD/G/SQ/01-2079/80The Purchaser is: Department of Hydrology and Meteorology</p> <p>The Name of the Project is :Supply and Delivery of Water Quality Laboratory Instruments and Chemicals.</p>
ITB 10	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.35000, which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 10(a)	<p>Cash Deposit Account for Bid Security:</p> <p>Bank Name:Rastriya Banijya Bank Ltd.</p> <p>Bank Address:Thamel, Kathmandu, Bagmati Province, Kathmandu</p> <p>Account holder's Name:Department of Hydrology and Meteorology</p> <p>Account Number:1100100102030000</p>
ITB 14.1	<p>Bidders shall have the option of submitting their bids electronically. Bidders shall follow the electronic bid submission procedures specified below:</p> <p>i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.</p> <p>ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system.</p> <p>iii. The registered bidders need to maintain their profile data required during preparation of bids.</p> <p>iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid.</p> <p>v. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.</p> <p>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids.</p> <p>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.The required forms and documents shall be part of technical bids:</p> <p>1. Letter of Quotation (Mandatory)</p> <p>2.Quotation Security /Bank Guarantee (Mandatory)</p> <p>3. Company registration (Mandatory)</p> <p>4. VAT registration (Mandatory)</p> <p>5. Tax clearances certificate or evidence of tax return submission for the F/Y (Mandatory)</p> <p>6. Power of Attorney of Bid signatory (Mandatory)</p> <p>7. Completed Price Schedule (Mandatory)</p> <p>8. Bank Voucher for cost of bid document (Mandatory)</p> <p>9. Joint venture agreement (Mandatory in case of JV Bid)</p> <p>10. Additional documents specified in Bidding Document (any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO)</p> <p>Note: The documents specified as "Mandatory" should be included in e-submission.</p> <p>viii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.</p> <p>xi. The Bidder/Quotation shall meet the following requirements and conditions for e-submission of bids:</p> <p>a) The e-submitted Quotations must be readable through PDF reader.The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.b) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:05-01-2023 12:00</p> <p>Address:Babarmahal Kathmandu</p>

ITB 18	<p>The Sealed Quotation opening shall take place at : Address :Department of Hydrology and Meteorology Babarmahal Kathmandu Bagmati Province Nepal Date and Time:05-01-2023 12:10</p> <p>a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend</p>
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Section - IV

Sample Forms

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said SQ documents for the sum of *[total SQ 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 SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this SQ, 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 SQ you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____

2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4	Bidder's Year of Registration:	
5	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit Price ¹ EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

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

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Sealed Quotation for and on behalf of _____

Date: _____

¹ The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

4. Bid Security

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

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: name and address of Employer.....

Date:.....

Bid Security No.:

We have been informed that [*insert name of the Bidder*] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of name of Contract under Invitation for Bids No. ("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..... name of Bank.hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.amount in figures (. 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 during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer 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.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the datenumber.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

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

Bank's seal and authorized signature(s) . . .

Note:

The bid security of has been counter guaranteed by the Bankon

..... (Applicable for Bid Security of Foreign Banks).

Schedule of Requirement

1. List of Goods and Related Services

1 Chemicals chemical products and man-made fibres			
1.1 Chemicals			
1.1.1 Chemicals			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Silver nitrate_N/10, 500 ml	Botl	1.0
2	EDTA-0.5M, 500 ml	Botl	2.0
3	Barium chloride-500gms	Pckts	1.0
4	Solchrome Black-25gms	Pckts	1.0
5	Phenophthalin-1%, 125 ml	Botl	3.0
6	pH10 solution, 500 ml	Botl	2.0
7	pH4-solution, 500 ml	Botl	2.0
8	pH 7-solution, 500 ml	Botl	2.0
9	Eosin-Y, 1%, 125 ml	Botl	1.0
10	Tri ehthanol amine -99%, 500ml	Botl	1.0
11	Ethanol -absolute, 500ml	Botl	4.0
12	Sodium Chloride-500gm	Pckts	1.0
13	Ammonium Hydroxide, 25%, 500 ml	Botl	2.0
14	Aluminium Hodroxide. AL(OH)3-500 gm	Pckts	1.0
15	Ammonium Chloride (500gm)	Pckts	1.0
16	Ammonium purpurate (5 gm)	Pckts	1.0
17	Hdroxylamine Hydrochloride (100gm)	Pckts	1.0
18	Triethylamine (500 ml)	Botl	1.0
19	Aluminium Potassium Sulphate. AIK(SO4)2.12H2O- 500 gm	Pckts	1.0
20	Hydrogen Peroxide-30%, 500 ml	botl	1.0
21	Sodium Hydroxide-, 1N, 500ml	botl	1.0
22	Potassium Dichromate-500gm	Pckts	1.0
23	Ethylene Glycol-99%, 500ml	Botl	1.0
24	Methyl orange-0.1%, 125ml	botl	2.0
25	Distilled Water -20 ltr	gln	2.0
1.1.2 Apparatus			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Burette 50 ml	Pcs	4.0
2	Burette Stand	Pcs	3.0
3	Volumetric flask, 100 ml	Pcs	2.0

Procurement Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
4	Volumetric flask, 250 ml	Pcs	2.0
5	Volumetric flask, 1 L	Pcs	2.0
6	Graduated pipette	Pcs	1.0
7	Pipettes 1 ml	Pcs	1.0
8	Pipettes, 5 ml	Pcs	1.0
9	Pipettes,10 ml	Pcs	1.0
10	Pipettes, 20 ml	Pcs	1.0
11	Lab Goggles	Pcs	3.0
12	Eye Wash bottle	Pcs	2.0
13	Gloves, box	Pcs	2.0
14	Chemical resistance Gloves	Pcs	5.0
15	Lab Coat	Pcs	3.0
16	Butter Paper	Pcs	2.0
17	Whatman Filter paper,	Pcs	2.0
18	pH paper, pack	Pcs	1.0
19	First aidbox	Pcs	1.0
20	FIRE extingust	Pcs	1.0

2 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and

2.1 Instruments and appliances for measuring checking testing and vigating

Procurement Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Table top pH Meter	Pcs	1.0
2	UV Visible Spectrophotometer Double Beam	Pcs	1.0
3	Membrane Filtration Assembly	Pcs	1.0
4	Vacuum Pump	Pcs	1.0
5	Hot Plate with Magnetic Stirrer	Pcs	1.0
6	DO Meter	Pcs	1.0
7	Automatic Burette	Pcs	5.0
8	Bottle Top Dispenser	Pcs	2.0
9	Chemical resistance Gloves	Pcs	4.0
10	Reagent bottles	Pcs	6.0
11	Wash bottle	Pcs	6.0
12	dissicator	Pcs	1.0
13	Electronic Balance	Pcs	1.0
14	Micropipette	Pcs	4.0
15	Portable Ph meter	Pcs	3.0
16	portable conductivity meter	Pcs	4.0

2. Delivery and Completion Schedule

1 Chemicals chemical products and man-made fibres					
1.1 Chemicals					
1.1.1 Chemicals					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
1	Silver nitrate_N/10, 500 ml	DHM	30 days	120 days	
2	EDTA-0.5M, 500 ml	DHM	30 days	120 days	
3	Barium chloride-500gms	DHM	30 days	120 days	
4	Solochrome Black-25gms	DHM	30 days	120 days	
5	Phenophthalin-1%, 125 ml	DHM	30 days	120 days	
6	pH10 solution, 500 ml	DHM	30 days	120 days	
7	pH4-solution, 500 ml	DHM	30 days	120 days	
8	pH 7-solution, 500 ml	DHM	30 days	120 days	
9	Eosin-Y, 1%, 125 ml	DHM	30 days	120 days	
10	Tri ethanol amine -99%, 500ml	DHM	30 days	120 days	
11	Ethanol -absolute, 500ml	DHM	30 days	120 days	
12	Sodium Chloride-500gm	DHM	30 days	120 days	
13	Ammonium Hydroxide, 25%, 500 ml	DHM	30 days	120 days	
14	Aluminium Hydroxide. AL(OH) ₃ -500 gm	DHM	30 days	120 days	
15	Ammonium Chloride (500gm)	DHM	30 days	120 days	
16	Ammonium purpurate (5 gm)	DHM	30 days	120 days	
17	Hydroxylamine Hydrochloride (100gm)	DHM	30 days	120 days	
18	Triethylamine (500 ml)	DHM	30 days	120 days	
19	Aluminium Potassium Sulphate. AlK (SO ₄) ₂ .12H ₂ O- 500 gm	DHM	30 days	120 days	
20	Hydrogen Peroxide-30%, 500 ml	DHM	30 days	120 days	
21	Sodium Hydroxide-, 1N, 500ml	DHM	30 days	120 days	
22	Potassium Dichromate-500gm	DHM	30 days	120 days	
23	Ethylene Glycol-99%, 500ml	DHM	30 days	120 days	
24	Methyl orange-0.1%, 125ml	DHM	30 days	120 days	
25	Distilled Water -20 ltr	DHM	30 days	120 days	
1.1.2 Apparatus					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
1	Burette 50 ml	DHM	30 days	120 days	
2	Burette Stand	DHM	30 days	120 days	
3	Volumetric flask, 100 ml	DHM	30 days	120 days	
4	Volumetric flask, 250 ml	DHM	30 days	120 days	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
5	Volumetric flask, 1 L	DHM	30 days	120 days	
6	Graduated pipette	DHM	30 days	120 days	
7	Pipettes 1 ml	DHM	30 days	120 days	
8	Pipettes, 5 ml	DHM	30 days	120 days	
9	Pipettes,10 ml	DHM	30 days	120 days	
10	Pipettes, 20 ml	DHM	30 days	120 days	
11	Lab Goggles	DHM	30 days	120 days	
12	Eye Wash bottle	DHM	30 days	120 days	
13	Gloves, box	DHM	30 days	120 days	
14	Chemical resistance Gloves	DHM	30 days	120 days	
15	Lab Coat	DHM	30 days	120 days	
16	Butter Paper	DHM	30 days	120 days	
17	Whatman Filter paper,	DHM	30 days	120 days	
18	pH paper, pack	DHM	30 days	120 days	
19	First aidbox	DHM	30 days	120 days	
20	FIRE extiguist	DHM	30 days	120 days	

2 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and

2.1 Instruments and appliances for measuring checking testing and vigating

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery
1	Table top pH Meter	DHM	30 days	120 days	
2	UV Visible Spectrophotometer Double Beam	DHM	30 days	120 days	
3	Membrane Filtration Assembly	DHM	30 days	120 days	
4	Vacuum Pump	DHM	30 days	120 days	
5	Hot Plate with Magnetic Stirrer	DHM	30 days	120 days	
6	DO Meter	DHM	30 days	120 days	
7	Automatic Burette	DHM	30 days	120 days	
8	Bottle Top Dispenser	DHM	30 days	120 days	
9	Chemical resistance Gloves	DHM	30 days	120 days	
10	Reagent bottles	DHM	30 days	120 days	
11	Wash bottle	DHM	30 days	120 days	
12	dissicator	DHM	30 days	120 days	
13	Electronic Balance	DHM	30 days	120 days	
14	Micropipette	DHM	30 days	120 days	
15	Portable Ph meter	DHM	30 days	120 days	
16	portable conductivity meter	DHM	30 days	120 days	

Technical Specifications

1 Chemicals chemical products and man-made fibres

1.1 Chemicals

1.1.1 Chemicals

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Silver nitrate_N/10, 500 ml	See in attached document	See in attached document	
2	EDTA-0.5M, 500 ml	See in attached document	See in attached document	
3	Barium chloride-500gms	See in attached document	See in attached document	
4	Solochrome Black-25gms	See in attached document	See in attached document	
5	Phenolphthalin-1%, 125 ml	See in attached document	See in attached document	
6	pH10 solution, 500 ml	See in attached document	See in attached document	
7	pH4-solution, 500 ml	See in attached document	See in attached document	
8	pH 7-solution, 500 ml	See in attached document	See in attached document	
9	Eosin-Y, 1%, 125 ml	See in attached document	See in attached document	
10	Tri ethanol amine -99%, 500ml	See in attached document	See in attached document	
11	Ethanol -absolute, 500ml	See in attached document	See in attached document	
12	Sodium Chloride-500gm	See in attached document	See in attached document	
13	Ammonium Hydroxide, 25%, 500 ml	See in attached document	See in attached document	
14	Aluminium Hydroxide. $Al(OH)_3$ -500 gm	See in attached document	See in attached document	
15	Ammonium Chloride (500gm)	See in attached document	See in attached document	
16	Ammonium purpurate (5 gm)	See in attached document	See in attached document	
17	Hydroxylamine Hydrochloride (100gm)	See in attached document	See in attached document	
18	Triethylamine (500 ml)	See in attached document	See in attached document	
19	Aluminium Potassium Sulphate. $AlK(SO_4)_2 \cdot 12H_2O$ - 500 gm	See in attached document	See in attached document	
20	Hydrogen Peroxide-30%, 500 ml	See in attached document	See in attached document	
21	Sodium Hydroxide-, 1N, 500ml	See in attached document	See in attached document	
22	Potassium Dichromate-500gm	See in attached document	See in attached document	
23	Ethylene Glycol-99%, 500ml	See in attached document	See in attached document	
24	Methyl orange-0.1%, 125ml	See in attached document	See in attached document	
25	Distilled Water -20 ltr	See in attached document	See in attached document	

1.1.2 Apparatus

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Burette 50 ml	See in attached document	See in attached document	
2	Burette Stand	See in attached document	See in attached document	
3	Volumetric flask, 100 ml	See in attached document	See in attached document	
4	Volumetric flask, 250 ml	See in attached document	See in attached document	
5	Volumetric flask, 1 L	See in attached document	See in attached document	
6	Graduated pipette	See in attached document	See in attached document	
7	Pipettes 1 ml	See in attached document	See in attached document	
8	Pipettes, 5 ml	See in attached document	See in attached document	
9	Pipettes,10 ml	See in attached document	See in attached document	
10	Pipettes, 20 ml	See in attached document	See in attached document	
11	Lab Goggles	See in attached document	See in attached document	
12	Eye Wash bottle	See in attached document	See in attached document	
13	Gloves, box	See in attached document	See in attached document	
14	Chemical restance Gloves	See in attached document	See in attached document	
15	Lab Coat	See in attached document	See in attached document	
16	Butter Paper	See in attached document	See in attached document	
17	Whatman Filter paper,	See in attached document	See in attached document	
18	pH paper, pack	See in attached document	See in attached document	
19	First aidbox	See in attached document	See in attached document	
20	FIRE extiguist	See in attached document	See in attached document	
2 Medical and laboratory devices optical and precision devices watches and clocks pharmaceuticals and				
2.1 Instruments and appliances for measuring checking testing and vigating				

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Table top pH Meter	See in attached document	See in attached document	
2	UV Visible Spectrophotometer Double Beam	See in attached document	See in attached document	
3	Membrane Filtration Assembly	See in attached document	See in attached document	
4	Vacuum Pump	See in attached document	See in attached document	
5	Hot Plate with Magnetic Stirrer	See in attached document	See in attached document	
6	DO Meter	See in attached document	See in attached document	
7	Automatic Burette	See in attached document	See in attached document	
8	Bottle Top Dispenser	See in attached document	See in attached document	
9	Chemical resistance Gloves	See in attached document	See in attached document	
10	Reagent bottles	See in attached document	See in attached document	
11	Wash bottle	See in attached document	See in attached document	
12	dissicator	See in attached document	See in attached document	
13	Electronic Balance	See in attached document	See in attached document	
14	Micropipette	See in attached document	See in attached document	
15	Portable Ph meter	See in attached document	See in attached document	
16	portable conductivity meter	See in attached document	See in attached document	

Conditions of Contract

Section VI. General Conditions of Contract

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">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	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent Right	<p>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.</p>

4. Performance Security	<p>4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts specified in the SCC.</p> <p>4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.</p> <p>4.3 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.</p> <p>4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
5. Inspection and Tests	<p>5.1 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</p> <p>5.2 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.</p>
6. Packing	<p>6.1 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.</p> <p>6.2 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.</p> <p>6.3 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.</p>
7. Delivery of Goods	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
8. Insurance	<p>8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>

9. Warranty	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise specified in the SCC, 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.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 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.</p>
10. Payment	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
11. Prices	<p>11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.</p>
12. Changed Order	<p>12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.</p>
13. Liquidated Damages	<p>13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.</p>
14. Resolution of Disputes	<p>14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be</p>

	<p>commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	<p>17.1 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</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
20. Conduct of Suppliers	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.</p> <p>20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> 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,

	<ul style="list-style-type: none"> 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
21. Blacklisting Supplier	<p>21.1 Without prejudice to any right of the Purchaser under this Contract, 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:</p> <ul style="list-style-type: none"> a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b. if the supplier fails to sign an agreement pursuant to ITB Clause 24, c. 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 , d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. <p>21.2 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 and credit information bureau of Nepal.</p>

Section VII - Special Conditions of Contract (SCC)		
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]		
GCC 1.1.1 (e)	The Purchaser shall be: Department of Hydrology and Meteorology	
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees.The amount of the performance security shall be as follows: (i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. (ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: (iii) Performance Security Amount =[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.	
GCC 9.1	The warranty period shall be : [1 year]	
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: -1 Payments shall be made in Nepalese Rupees in the following manner: On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s TDS shall be deducted as per the prevailing rules and regulations. Payments shall be made in Nepalese Rupees in the following manner:.	
	SL No	Milestone Name
	1	Advance payment
	2	Inspection
GCC 17.1	Payment Percentage	
	0	
	100.0	
GCC 17.1	For notices, the Purchaser’s address shall be: Attention: Department of Hydrology and Meteorology Address: Babarmahal Kathmandu Designation: Telephone: 014215131 Facsimile Number: 014264219 Electronic Mail Address: 014264219	
GCC 17.1	For notices, the Suppliers’s address shall be: Attention: Address: Designation: Telephone: Facsimile Number: Electronic Mail Address:	
GCC 19.1	The Supplier shall supply [1]number of copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.	

Section VIII. Contract Form

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

Date.....

To: *(name and address of the Contractor)*

Subject: *Notification of Award*

This is to notify that your Sealed Quotation dated 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 7 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 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:

2. Contract 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 Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ 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. Form of Agreement
 - b. The Purchaser’s Notification of Award
 - c. The General Conditions of Contract;
 - d. Special Conditions of Contract
 - e. Quotation Form and the Price Schedule submitted by the Supplier;
 - f. The Schedule of Requirements;
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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

3. Performance Security

Date :

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

4. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, 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 *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Technical Specifications

SN	Item	Parameter	specification
A. Instrument			
1	Table top pH Meter	Type	Table Top
		Measurement Range	pH: -2 to 16 pH
			Temperature: -10 to +120°C (14 to 248°F)
		Resolution	0.01pH or better
		Accuracy	± 0.01 pH
		Calibration points	up to 3 points
		mV Range	±2000mV or better
		Accuracy	±1 mV or better
		Range	0 to 105° C
		Accuracy	±0.5° C or better
		pH temp compensation	Auto/Manual 0° C to 100°C
		Auto pH buffer recognition	required
		Hold Function	required
		Auto Off function	required
		Display	LCD required
2	UV Visible Spectrophotometer Double Beam	Wavelength Range	190 nm – 1100 nm or better
		Spectral Bandwidth	1 nm or better
		Scan speed	3 stage or better
		Wavelength Accuracy	±0.1 nm or better
		Wavelength Reproducibility	±0.1 nm or better
		Photometric System	Double beam,
		Photometric Method	Transmittance, absorbance
		Photometric Accuracy	±0.3TA or better
		Connectivity	USB, RS232
		Baseline Flatness	± 0.001 A/h or better
		Instrument control	LC display and PC interface RS232 and USB
		Light Source	Deuterium Arc, Xenon, Halogen, or equivalent
		Detector	Silicon diode, or equivalent
		Sample Chamber	Automatic 8 cell holder
		Software	Data analysis and report preparation software with Graphic analysis required

		Certification	ISO 9001-2008 / CE conformity or equivalent
		Accessories Included	Optical glass cells, Instruction manual, PC branded of a latest generation
		Manufacturer's Authorization Letter	Must submit
3	Membrane Filtration Assembly with vacuum pump	Assembly type	Glass
		Suitable for membrane size	47mm
		Funnel Capacity	300ml
		Collection Flask Capacity	1000ml
		Fitting	Standard joint
4	Vacuum Pump	Type	Oil free, diaphragm type
		Capacity	50lit/min
		Operation	Direct drive motor operation hence no additional belt driven system required
		Application	Specially for filtration assembly
5	Hot Plate with Magnetic Stirrer	Plate Type	3×1 Plates-type
		Material	Plate : white Ceramic top plate, Body : Powder Coated steel
		Plate Size(mm)	16.5 cm X16.5 cm
		Speed & Control Resolution	200 ~ 1,500 rpm,
		Temp. Range	Amb +5 to 380°C
		Display	Digital LCD with Back-Light Function
		Controller	Digital Feedback Controller with Jog Shuttle Switch (Turn+Push)
		Permissible Temp. & RH %	Room Temp. +5 ~ 50°C, 85% RH
		Certificates	CE/ISO
		Manufacturer's Authorization Letter	Must submit
6	DO Meter	Circuit	Custom one-chip of microprocessor LSI circuit
		Display	Dual function meter's display, 13mm (0.5") super large LCD display with contrast adjustment for best viewing angle
		Measurement and range	0 to 20 mg/L
		resolution	0.1 Mg/L or better
		Accuracy	0.4 Mg/L or better
		Sensor structure	The polarographic type oxygen probe with an incorporated temperature sensor

		Probe compensation	temperature 0 to 50 °C
		Operating temperature	0 to 50 °C
		Operating Humidity	Max. 80% RH
		Sample time	0.4 Sec or better
		Memory recall	Records maximum, minimum and average reading with recall
		Power off	auto power off saves battery life or manual off by push button
		Electrode/Probe	Polarographic DO probe with protective sleeve, internal temperature sensor, DIN connector and 4m cable should be provided.
		Battery Type/Life	006P DC 9V (heavy duty type)
		Environment	0 to 50°C (32 to 122°F); RH max 95%
		Accessories	DO probe , electrolyte solution (30 mL), calibration screwdriver, batteries, instructions, rugged carrying case and 0% oxygen calibration solution 500ml
		Certificates	ISO
7	Automatic Burette	Capacity	50ml
		Division	0.1ml
		Tolerance	0.100ml
		Bottle capacity	1000ml, made of polyethylene, with plastic base filling of the burette by slightly pressing the bottle, in doing so automatic zero point adjustment
		Sample dropping	improved special pinch cock with titration screw for precise regulation Plastic burette clamp, chemical-resistant, allows discharge drop by drop by slightly pushing
8	Bottle Top Dispenser	Volume Range	5-50ml
		Graduation	1.0ml
		Materials	chemical resistance, components are made of PTFE, FEP, BSG, PP
		Autoclavable	Fully autoclavable at 121°C
		Solution Condition	Vapor pressure Max. 500mbar, viscosity max. 500mm ² /s, temperature max. 40°C, density max. 2.2g/cm ³
		Adapter to be supplied	S40, GL32, GL38, GL25, GL28
9	Chemical Resistant gloves	Material	Plastic
		Size	To cover wrist

		Resistance	Resistant to acid and base
		Disposable	No
10	Reagent bottles	Stopper	Hollow Glass stopper
		Shape	cylindrical,
		Capacity	250ml
		Material	B.G. Glass
11	Wash bottle	Material	Plastic
		Capacity	1 liter
		Closure Type	screw closure type
12	Dessicator, 240mm, vaccum	material	polycarbonate cover
		transperency	Clear body
		Capacity	Holds a vacuum of 28 in. Hg (711 mm) for 24 hours.
		type	TPE caps seal side-arms for non-vacuum use.
13	Electronic Balance	Weighing Capacity	300gm
		Readability	0.001 gm
		Repeatability	±2mg
		Linearity	±2mg
		Application Mode	Percentage weighing function, selectable weighing and count mode
		Pan Size	80mm diameter
		Display	LCD
		Housing Size	2945X208X290mm
		Certificates	CE
		Manufacturer s Authorization letter	Must submit
14	Micropipette, vaiable	Display	4-digit display
		Lock	Optilocak feature to prevent accidental volume changes during pipetting
		Safe from Contamination	Safe cone filter ejector, easy to clean and disassemble, fully autoclavable, UV and chemical resistance
		Volume Range (µl)	100 – 1,000
		Channel	1
		Increment (µl)	1
15	Portable pH meter	Range	0 to 14 pH
		Resolution	0.1 pH
		Accuracy	±0.1 pH
		Typical EMC Deviation	±0.1 pH

		Calibration points	Manual, 2 point, through offset and slope trimmers
		Environment	0 to 50°C, RH max 95%
		Battery type	4x1.5 V alkaline
		Battery life	approx. 700 hour
16	Conductivity meter	Display	13 mm LCD display with contrast adjustment for best
		Measurement and range	200uS-0.1 to 199.9 uS, 2 mS-0.2mS to 1.999mS
		Sensor	Carbon rod electrode, high reliability
		Data hold	By push botton
		Memory recall	Records maximum, minimum and average with recall
		sample time	approx. 0.8 sec
		Operating temp.	0 to 50 °Cmain instrument, 0 to 60°C -probe only
		Operating humidity	Max. 80% RH
B. Chemicals and apparatus			
17	Silver nitrate_N/10, 500 ml	LR Grade	
18	EDTA-0.5M, 500 ml	LR Grade	
19	Barium chloride-500gms	LR Grade	
20	Solochrome Black-25gms	LR Grade	
21	Phenophthalin-1%, 125 ml	LR Grade	
22	pH10 solution, 500 ml	LR Grade	
23	pH4-solution, 500 ml	LR Grade	
24	pH 7-solution, 500 ml	LR Grade	
25	Eosin-Y, 1%, 125 ml	LR Grade	
26	Tri ehthanol amine -99%, 500ml	LR Grade	
27	Ethanol -absolute, 500ml	LR Grade	
28	Sodium Chloride-500gm	LR Grade	
29	Ammonium Hydroxide, 25%, 500 ml	LR Grade	
30	Aluminium Hodroxide. AL(OH)3-500 gm	LR Grade	
31	Ammonium Chloride (500gm)	LR Grade	
32	Ammonium purpurate (5 gm)	LR Grade	

33	Hdroxylamine Hydrochloride (100gm)	LR Grade
34	Triethylamine (500 ml)	LR Grade
35	Aluminium Potassium Sulphate. $\text{AlK}(\text{SO}_4)_2 \cdot 12\text{H}_2\text{O}$ - 500 gm	LR Grade
36	Hydrogen Peroxide-30%, 500 ml	LR Grade, 30%
37	Sodium Hydroxide-, 1N, 500ml	LR Grade
38	Potassium Dichromate- 500gm	LR Grade
39	Ethylene Glycol-99%, 500ml	LR Grade
40	Methyl orange-0.1%, 125ml	LR Grade
41	Distilled Water -20 ltr	LR Grade
42	Burette 50 ml	50ml, A grade
43	Burette Stand	A grade, Metalic
44	Volumetric flask, 100 ml	100ml , A grade, Borosil glass
45	Volumetric flask, 250 ml	250ml, A grade, -Borosil glass
46	Volumetric flask, 1 L	1000ml, A grade, Borosil glass
47	Graduated pipette	25ml, A grade, Borosil glass
48	Pipettes 1 ml	1ml, A grade, Borosil glass
49	Pipettes, 5 ml	5ml, A grade, Borosil glass
50	Pipettes,10 ml	10ml, A grade, Borosil glass
51	Pipettes, 20 ml	20ml, A grade, Borosil glass
52	Lab Goggles	Rimless frame, Polycarbonate, single lens
53	Eye Wash bottle	1000ml, Sterile Saline
54	Gloves, box	Disposable, Polyehylene
55	Chemical restance Gloves	Long wrist, 0.3 mm thickness
56	Lab Coat	Cotton, Good quality
57	Butter Paper	Analytical grade
58	Whatman Filter paper,	Size 42
59	pH paper, pack	Good quality and high accuracy
60	First aidbox	with medicines paracetamol, bandaid,dettol,scissor, gauage,cotton role
61	FIRE extiguist	5 kg., min.85% discharge, 20 sec