

**The Leprosy Mission Nepal**

**Godawari 6, Lele, Lalitpur, Nepal**

**Post Box No. 151, email: Anandaban@tlmnepal.org**

COMPETITIVE BID (CB)

|  |  |  |  |
| --- | --- | --- | --- |
| ORGANIZATION CONTACT INFORMATION | | | |
| Name: | The Leprosy Mission Nepal | Contract No. | AH-AB-NSO-8182-01 |
| Address: | Godawari 6, Lalitpur, Nepal | Email: | procurement@tlmnepal.org |

Instructions:

* Bids should be submitted in closed envelop with affixing LAHA CHHAP by clearly mentioning the contract number and goods or service categories indicating in the bid notice within the specified time and date to the following address:

Procurement Department

Anandaban Hospital

The Leprosy Mission Nepal

|  |  |
| --- | --- |
| BID SUBMIT LOCATION: | BID OPENING LOCATION: |
| The Leprosy Mission Nepal  Anandaban Hospital  9760814792/9860562412 | The Leprosy Mission Nepal  Anandaban Hospital  9760814792/9860562412 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| VENDOR INFORMATION | | | | | | | | | | |
| Company Name: | |  | | | | | | | | |
| Contact Name (type or print): | |  | | | Title |  | | | | |
| Address: | |  | | | | | | | | |
|  | |  | | |  |  | | | Year of Registration |  |
| Telephone Number: |  | | | | Mobile  Number: | |  | | | |
| E-Mail Address: |  | | | | VAT/PN Number: | |  | | | |
| Name of any five Key client regular supply 1) 2)  3) 4) 5) | | | | | | | | | | |
| Business Designation (check one): | | | Individual [ ] | Sole Proprietorship [ ] | | | | Public Service Corp [ ] | | |
| Partnership [ ] | Corporation [ ] | | | | Government/ Nonprofit [ ] | | |

**BID FORMAT**

Any statement in this document that contains the word “will”, “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing must be for unit rate in Nepalese currency.

**COST**

All applicable costs should be included on the Official Bid Price Sheet(s) inclusive of applicable taxes for the goods or services being bid.

**CONTRACT:**

Contract between TLMN and successive vendor shall be remaining for one year (2081-82)

**Required Documents**

The following documents are submitted along with the price bid (Yes/No):

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **Particular** | **Yes** | **No** |
| a | Registration Certificate of organization with appropriate authority of govt of Nepal |  |  |
| b | Update Tax / VAT clearance Certificate of FY 2079/80 |  |  |
| c | Organization Profile |  |  |
| d | Copy of license or letter of permission from the appropriate authority of the govt (for dealing of the goods or services for the government as per relevant law) |  |  |
| e | Certificate of Sole Distributorship/ Dealership of goods or services (if applicable) |  |  |

**AWARD CRITERIA AND RESPONSIBILITY**

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Competitive Bid and the requirements of TLMN.

DELIVERY

All deliveries must be at Anandaban Hospital. Loss or damage that occurs during transportation, prior to the order being received by the TLMN, is the vendor’s responsibility. All orders should be properly packaged to prevent damage during transpiration.

PAYMENT AND INVOICE PROVISIONS

All invoices according to the bidding price shall be forwarded to the: **The Leprosy Mission Nepal** at Anandaban Hospital

Payment will be made in accordance with applicable accounting procedures upon acceptance by the TLMN authority. Applicable TDS shall be deducted from invoicing price as per the Income Tax Act of nation. The TLMN may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after verification by the TLMN as to the goods and/or services purchased. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice as applicable.

Official Bid Price Sheet for Annual Good & service procurement.

STANDARD TERMS AND CONDITIONS

GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered if any or all parts of the bid are accepted by the State of Arkansas.

ACCEPTANCE AND REJECTION: The State reserves the right to accept or reject all or any part of a bid or all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.

BID SUBMISSION: Bids must be submitted to the TLMN on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink but should not be overwrite on the text. If it required, it should be clearly mentioned over or under it by striking out the text and sign it accordingly the signature must be in ink printed name. Each page should be signed and affix with the office seal. Unsigned or unprinted name bids will be disqualified. The person signing or name printed the bid should show title or authority to bind his firm in a contract.Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances. Any intended vendor could participate for more than one category of the goods or services as mentioned in the bid notice but bid document should be separately submitted in the prescribed form.

PRICES : BID unit Price in destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

QUANTITIES: Quantities stated in term contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. TLMN may order more or less than the estimated quantity depends upon the actual consumption of the goods.

BRAND NAME REFERENCES: Any catalog brand name or manufacturer’s reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The TLMN reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the TLMN may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

GUARANTY: All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder’s obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the TLMN. Each sample should be marked with the bidder’s name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular supply. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing shall be borne by the bidder.

AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

TAXES AND TRADE DISCOUNTS: Do not include taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

AWARD: Term Contract: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. Transportation is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written state purchase order authorizing supplier will be furnished to the successful bidder.

LENGTH OF CONTRACT: The Contract between TLMN and successive vendor shall be remaining till the expiry of warranty period.

DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency’s designated location under normal conditions with official purchase order firm. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The TLMN has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost will be borne by the vendor.

DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the TLMN. Delivery shall be made during agency work hours only 8:30 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

VARIATION IN QUANTITY: The TLMN assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency’s purchase order.

INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the TLMN, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the Delivery point properly identifying what is being returned.

PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the TLMN harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

ZERO TOLERANCE POLICY: TLM Nepal has adopted the policy of “Zero tolerance in fraud and corruption”. If any vendor is found for involving in fraud or corruption with the staff or related stakeholder; the contract shall be immediately terminated.

OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the TLMN have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the TLMN’s waiver of its right of sovereign immunity.

LACK OF FUNDS: The TLMN may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the TLMN. If the TLMN is unable to return the commodities in normal condition and contractor may file a claim with the TLMN. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

DISCRIMINATION: In order to acquisition of suppliers, there is no any types of discrimination.

CONTINGENT FEE: TLMN will not charge any fees to this bidding form. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

CLOSURE: Failure to make any disclosure required by TLMN, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**Declaration:**

I confirm that I have read, understand, and agree to the above policy and procedure to participate for the bidding procedure for the regular supply of goods and services.

Similarly, it is hereby declared that the information and documentation provided are true and correct to the best of my knowledge, if any information or document found false or incorrect, I am fully liable for the misconduct as per the law of land.

Signature:

Name (Key authorized person):

Title:

Date:

Address:

Office Seal:

Note: Every page should be signed along with office seal