

STANDARD BIDDING DOCUMENT

Procurement of Goods Direct Purchase

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

Issued by:
Government of Nepal
Public Procurement Monitoring Office
Tahachal, Kathmandu



January 2009

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किस्पाड गाउँपालिकाको कार्यालय
काहुले, बुबाकोट
बागमती प्रदेश, नेपाल

Introduction and Instructions

Introduction

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



Section I. Invitation for Direct Purchase (IDP)

Name of Supplier/Bidder

Address of the Supplier:

1. The **Kispang Rural Municipality** invites Priced Quotations for the supply, delivery, and installation of **Purchase of medicine and medicinal equipment for basic and emergency health services** as detailed in the attached Specifications and the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
 - a. Quotation and Price Schedules
 - b. Schedule of Requirements
 - c. Technical Specifications
- d. Priced Quotations must be submitted to the office of **Kispang Rural Municipality, Kispang-3, Nuwakot** on or before **2082-01-** during office hours.
3. 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.
4. 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.
5. Submitted Priced Quotations must remain valid for a period of **15 days** after the deadline for submission date.
6. 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 [enter Fiscal Year]**
 - d) **Good Manufacturing Practice (GMP) Certificate of Manufacturer.**
 - e) **Manufacturer's Authorization Certificate, if required**
 - f) **Power of Attorney**
 - g) **Other documents as needed**
7. The goods supplied under this contract shall conform to the Schedule of Requirements and the standards mentioned in the Technical Specification.
8. 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.
9. The Purchaser reserves the right to accept or reject the Sealed Quotations without assigning any reason, whatsoever.

Yours sincerely,

.....
Chakra Bahadur Shahi
Act. administrative Officer

Name of the Purchaser: **Kispang Rural Municipality**

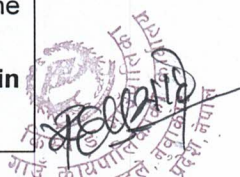
Address of the Purchaser: **Kispang-3, Kaule, Nuwakot**



Section II. Conditions of Contract

<p>1. Definitions</p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1. "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; 2. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; 3. "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; 4. "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. 5. "The Purchaser" means the procuring entity purchasing the goods; 6. "The Supplier" means the organization supplying the goods and services under this contract.
<p>2. Technical Specifications</p>	<ol style="list-style-type: none"> 1. The medicines supplied under this contract shall conform to the standards specified by the Department of Health Services (DOHS) and the Curative Service Division (CSD) of Nepal. The Supplier must ensure compliance with these specifications and standards as they are vital for public health and safety. 2. The medicines should meet the national quality control standards, be approved by the Department of Drug Administration (DDA), and comply with the relevant pharmaceutical regulations as per the Government of Nepal. 3. Medicines must be supplied with all necessary documentation such as certificates of analysis, batch numbers, and expiry dates, in accordance with DOHS and CSD requirements. 4. The Supplier is responsible for adhering to all packaging, labeling, and distribution guidelines issued by DOHS and CSD.
<p>3. Patent Right</p>	<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>
<p>4. Inspection and Tests</p>	<p>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.</p>

<p>5. Packing</p>	<ol style="list-style-type: none"> 1. The Supplier shall be responsible for the transportation of the medicines and shall provide proper pharmaceutical packaging to prevent damage, contamination, or deterioration during transit and storage. 2. The Supplier shall ensure that the medicines are transported under conditions that help maintain their integrity and efficacy. 3. The Supplier shall ensure packaging that meets all national and international standards for pharmaceutical products. 4. All medicine packages must be clearly labeled with "For Free Distribution by Government of Nepal / निशुल्क वितरणको लागि " to ensure compliance with public health distribution policies.
<p>6. Delivery of Goods</p>	<ol style="list-style-type: none"> 5. Delivery of the medicines shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements, ensuring timely and safe delivery.
<p>7. Warranty</p>	<ol style="list-style-type: none"> 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.
<p>8. Payment</p>	<ol style="list-style-type: none"> 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. 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. 3. Payment will be made only if the product meets the terms and conditions. The product will be returned by the Purchaser and should be replaced by the Supplier. The Supplier will bear the responsibility for the transportation and packaging costs for the return and replacement of the product. 4. All product replacements should be completed within 7 days from the notification by the Purchaser.



9. Prices	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	1. The Governing Language shall be: Nepali or English
12. Applicable Law	1. The applicable law shall be Laws of Nepal.
13. Notices	1. Purchaser's address for notice purposes: 2. Supplier's address for notice purposes:
14. Taxes and Duties	3. The Supplier shall be entirely responsible for all taxes, duties, licencefees and other such levies imposed by the GoN.
15. Operation, Maintenance and Spare-parts Manuals	4. The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
16. Conduct of Suppliers	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. 2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
17. Blacklisting Supplier	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

	<p>the Sub - clause 16.2,</p> <p>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,</p> <p>c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</p> <p>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.</p>
18. Dispute Resolution	<p>1. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.</p>
19. Storage and Expiry	<p>1. The Supplier shall ensure that all medicines have a minimum shelf life of 75% remaining at the time of delivery.</p> <p>2. The Supplier shall provide appropriate storage conditions as per the product's requirements to maintain the integrity and efficacy of the medicines.</p>



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.

Number	Description	Quantity	Place of Delivery	Delivery schedule days/weeks/months from ____ ¹
1.	Purchase of medicine and medicinal equipment for basic and emergency health services	1 package	Kispang Rural Municipality Office, Kispang-3, Nuwakot	Delivery in 2 Weeks from the date of agreement.



¹ The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature. The DP Form should include only a cross-reference to this Schedule.

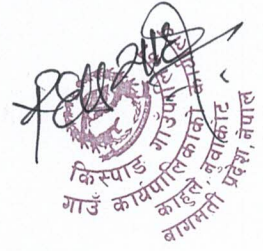
Section IV. Technical Specifications

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

1. As for technical specification in provided by department of Health services.

www.dohs.gov.np/csd.dohs.gov.np/

<http://182.93.95.152/tsb/>




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काहुले, नुवाकोट
बागमती प्रदेश, नेपाल

Section V. Sample Forms

1. Price Quotation and Price Schedules

Date:

To: *Kispang Rural Municipality, kispang-3, Nuwakot*

Gentlemen and/or Ladies:

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to supply and deliver **[Purchase of medicine and medicinal equipment for basic and emergency health services]** in conformity with the said DP documents for the sum of **[.....]** 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.

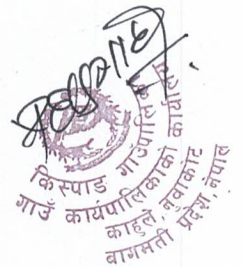
We understand that you are not bound to accept the lowest or any Price Quotation you may receive.

Dated this _____ day of _____ 20_____.

[signature]

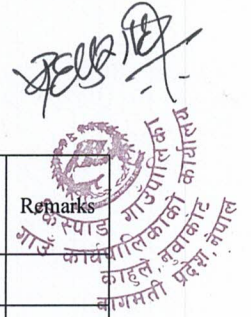
[in the capacity of]

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



2. Price Schedule

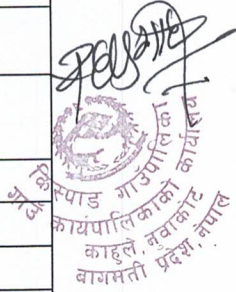
Name of Supplier _____ . Page of _____



Item	Description	Specification	Unit	Quantity	Unit price (Site Delivery)	Total price per item (cols. 4 x 5)	Remarks
1	2	3	4	5			
1	Adrenaline 1:1000 Injection #	1mg/1ml	Ampoule	70			
2	Amitriptyline 25 mg Tablet #	10mg	Tab	500			
3	Amlodipine 5 mg Tablet #	5mg	Tab	10200			
4	Amoxycillin 500 mg Capsule #	500mg	cap	12000			
5	Amoxycillin 125 mg Dispersible Tablet #	125mg	Tab	2600			
6	Amoxycillin 125 mg / 5ml Dry Powder for Suspension #	125/5ml/90ml	Bottle	800			
7	Ampicillin 500 mg Injection #	500mg/vial	Vial	150			
8	Ampicilline 250 mg Injection	250 mg/vial	Vial	150			
9	Aluminium Hydroxide 250 mg + Magnesium Hydroxide 250 mg or Magnesium Trisilicate 250 mg Tablet #	250+250mg	Tab	16500			
10	Aspirin	75mg	Tab	560			
11	Azithromycin 250 mg Tablet #	250mg	Tab	900			
12	Azithromycine 500 mg Tablet #	500mg	Tab	250			
13	BP Set Piece	Adult		20			
14	Calamine 15% w / v 30ml Lotion #	15% wv,30ml	Bottle	250			
15	Cetirizine HCL 10 mg Tablet	10mg	Tab	9000			
16	Cetirizine HCL 5 mg / 5 ml Syrups #	5mg/5ml	Bottle	280			
17	Chlorine Powder	200g/shachet	shachet	50			
18	Chlorpheniramine Maleate 4 mg Tablet	4mg	Tab	71500			
19	Ciprofloxacin Hydrochloride 250 mg Tablet #	250mg	Tab	500			
20	Ciprofloxacin Hydrochloride 500 mg Tablet #	500mg	Tab	2600			
21	Ciprofloxacin 0.3% w / v Eye / Ear Drops #	0.3%W/V 5ml	Tube	1756			
22	Ciprofloxacin Eye Ointment 0.3% w / v Tube #	0.3% /5gram	Tube	100			
23	Clove Oil 5 ml Drop #	5ml	Bottle	27			
24	Cloxacillin 250 mg Capsule #	250mg	cap	500			
25	Cloxacillin 500 mg Capsule #	500mg	cap	3000			
26	Cloxacillin 125mg/5ml oral suspension #	125mg/5ml in 100ml	Bottle	88			
27	Cord Clamp	0	pcs	90			

Section V. Sample Forms

Item	Description	Specification	Unit	Quantity	Unit price	Total price per item	Remarks
28	Sulphamethoxazole 400 mg & Trimethoprim 80 mg Tablet	400+80mg	Tab	1900			
29	Dexamethasone 4 mg / ml Injection #	4mg/1ml	amp	20			
30	Diazepam 5 mg Tablet #	5mg	Tab	100			
31	Diclofenace 25 mg / ml 3 ml Injection	3ml/25mg	amp	100			
32	Diclofenac Sodium 50 mg Tablet #	50mg	Tab	16000			
33	Ferrous Sulphate 60 mg + Folic Acid Tab 0.4 mg Tablet #	60+400mcg	Tab	5000			
34	Fluconazole 150 mg Capsule	150mg	Cap	400			
35	Fluoxetine 20 mg Tablet #	20mg	Cap	150			
36	Folic Acid 5 mg Tablet #	5mg	pcs	700			
37	Frusemide 40 mg Tablet #	40mg	Tab	600			
38	Gentamicin 40mg Injection	40mg/ml in 2ml	Vial	100			
39	Gentian Violet 1% Solution 10 ml	1%/10ml	Bottle	200			
40	Hydrocortisone Powder for 100 mg Injection with wfi #	100mg in vial	Vial	50			
41	Hyoscine butylbromide 20 mg / ml Injection #	20ml/ml	Vial	40			
42	Hyoscine butylbromide 10 mg Tablet #	10mg	Tab	5100			
43	Ibuprofen 400 mg Tablet #	400mg	Tab	10000			
44	IV Cannula 20 g	20G	pcs	90			
45	IV Cannula 22 g	22G	pcs	90			
46	IV Cannula 24 g	24G	pcs	90			
47	IV Set	different size	pcs	100			
48	Lignocaine(Lidocaine) Hydrochloride 2% 30 ml injection	2%/vial/30ml	amp	50			
49	Metformin 1 g Tablet #	1000mg	Tab	7800			
50	Metformin 500 mg Tablet #	500mg	Tab	9100			
51	Metronidazole 200 mg / 5 ml 60 ml Suspension #	5mg/5ml	Bottle	100			
52	Metoclopramide 10 mg Tablet #	10mg	Tab	200			
53	Metoclopramide 5mg/5ml Solution #	200mg/5ml in 60ml	Bottle	100			
54	Nifedipine 10 mg Tablet	10mg	Tab	100			
55	Nitrofurantin 100mg Tab	100mg	Tab	8000			
56	Oxymetazoline 0.025% 10 ml Nasal Drop #	0.025%/10ml	Phial	100			
57	Paracetamol 150 mg / ml Injection #	150mg/ml in 2ml	Ampoule	90			



 ಸರ್ಕಾರಿ ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ
 ಕಾರ್ಯಪಾಲಕಾಂಗಡ
 ಕಾಡುಲೆ, ನವಾಕಾಂಟೆ
 ಬಾಗಮತೆ ಪ್ರದೇಶ, ಬೆಂಗಳೂರು

Section V. Sample Forms

Item	Description	Specification	Unit	Quantity	Unit price	Total price per item	Remarks
58	Paracetamol 150mg/ml syrup	150mg/1ml(15ml)	Bottle	80			
59	Paracetamol 500 mg Tablet #	500mg	Tab	76100			
60	Permethrin 1% lotion 100ml	1%/100ml	Bottle	120			
61	Phenobarbitone 30 mg Tablet #	30mg	Tab	250			
62	Povidone Iodine Solution 5% 500 ml #	5%W/V 500ml	Bottle	116			
63	Ranitidine 150 mg Tablet #	150mg	Tab	52630			
64	Rubber Catheter #	different size	pcs	30			
65	Salbutamol 4 mg Tablet #	4mg	Tab	8000			
66	Silver Sulfadiazine 1% Ointment/ Cream 15gm	15mg	Tube	200			
67	Surgical Blade #	different size	pcs	500			
68	Surgical Gloves (6.5 No. Disposable)	6.5 size	Pair	800			
69	Surgical Gloves Size 6	7 size	Pair	800			
70	Paracetamol 125 mg / 5 ml 50 ml Syrup	125mg/5ml/50ml	Bottle	1500			
71	Wrapper		Than	10			
72	Zinc Sulphate 10 mg Tablet #	10 mg	Tab	600			
73	Zinc Sulphate 20 mg Tablet #	20 mg	Tab	1200			
74	Distilled Water	water for injection	Ampoule	500			
	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

Form of Agreement

THIS AGREEMENT made the _____ day of _____ 20____ between [**Kispang Rural Municipality**] (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 Quotations for certain goods and ancillary services, viz., [**Purchase of medicine and medicinal equipment for basic and emergency health 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. Definitions

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

1. "**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.
2. "**The Contract Price**" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
3. "**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.
4. "**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.
5. "**The Purchaser**" means the procuring entity purchasing the goods.
6. "**The Supplier**" means the organization supplying the goods and services under this contract.

2. Technical Specification

1. The medicines supplied under this contract shall conform to the standards specified by the Department of Health Services (DOHS) and the Curative Service Division (CSD) of Nepal. The Supplier must ensure compliance with these specifications and standards as they are vital for public health and safety.
2. The medicines should meet the national quality control standards, be approved by the Department of Drug Administration (DDA), and comply with the relevant pharmaceutical regulations as per the Government of Nepal.
3. Medicines must be supplied with all necessary documentation such as certificates of analysis, batch numbers, and expiry dates, in accordance with DOHS and CSD requirements.



4. The Supplier is responsible for adhering to all packaging, labeling, and distribution guidelines issued by DOHS and CSD.
3. **Patent Right**

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**

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 goods to the Purchaser's premises.
5. **Packing**
 1. The Supplier shall be responsible for the transportation of the medicines and shall provide proper pharmaceutical packaging to prevent damage, contamination, or deterioration during transit and storage.
 2. The Supplier shall ensure that the medicines are transported under conditions that help maintain their integrity and efficacy.
 3. The Supplier shall ensure packaging that meets all national and international standards for pharmaceutical products.
 4. All medicine packages must be clearly labeled with "For Free Distribution by Government of Nepal / नि शुल्क वितरणको लागि" to ensure compliance with public health distribution policies.
6. **Delivery of Goods**

Delivery of the medicines shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements, ensuring timely and safe delivery.
7. **Warranty**
 1. The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
 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.
 3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
 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**
 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.
 2. Payment shall be made within fifteen (15) days of receipt of the goods and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
 3. Payment will be made only if the product meets the terms and conditions. The product will be returned by the Purchaser and should be replaced by the Supplier. The Supplier will bear the responsibility for the transportation and packaging costs for the return and replacement of the product.



4. All product replacements should be completed within 7 days from the notification by the Purchaser.

9. Prices

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. Applicable Law

12. The applicable law shall be the Laws of Nepal.

13. Taxes and Duties

14. The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed by the Government of Nepal.

15. Operation, Maintenance, and Spare-parts Manuals

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

17. Conduct of Suppliers

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

19. The Supplier 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:

- 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 the 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 prices with an intention to deprive the Purchaser of the benefit of open competitive bid prices,
- 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.

20. Blacklisting Supplier

21. 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 defects in the 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.



22. 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.
 23. **Dispute Resolution**
 24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.
 25. **Storage and Expiry**
 26. The Supplier shall ensure that all medicines have a minimum shelf life of 75% remaining at the time of delivery.
 27. The Supplier shall provide appropriate storage conditions as per the product's requirements to maintain the integrity and efficacy of the medicines.
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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:

