



Crown Agents' Reference: CA/108322D/0011

Date: 19 August 2020

BID CLOSING DATE

**Monday 31 August
2020 AT 12.00 HRS
(Mid Night) Nepal
TIME**

Dear Business Partner

**URGENT INVITATION TO BID (“ITB”) FOR PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR
HEALTHCARE PROVIDERS
COVER LETTER**

Crown Agents Limited (“Crown Agents”), invite you to submit a bid for the supply of Goods as specified in the attached Appendices.

The Goods are for use in Nepal by the Ministry of Health and Population (MOHP) (“the End-User”) against the ASCEND project.

Project Brief

This ITB is issued under the ASCEND project (Accelerating Sustainable Control and Elimination of NTDs (ASCEND)) funded by the UK Government’s Department for International Development (DFID), to advance the impact and sustainability of national programmes tackling neglected tropical diseases (NTDs). Under ASCEND, DFID has contracted Crown Agents Ltd as a lead implementor of this program.

Value for Money – It is a primary requisite of the UK Government in relation to the disbursement of International Aid Funds that maximum value for money is obtained. Bids are being sought on a competitive basis and all bids will be subject to detailed scrutiny to ensure value for money is obtained and may be subject to negotiation.

Bid Submission

Bidders should read these instructions carefully before completing the bid documentation.

The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The

documents marked (Appendix) are provided as appendices to this document. The remaining documents are available as per the links provided and it is the bidder's responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

- **Schedule of Goods** (from Appendix B)
- **Bid Specification and Statement of Compliance** (from Appendix C)
- **Form of Bid** (from Appendix D)
- **A photograph or image of each item being offered together with copies of the certificates of compliance for respective standards called for and CE certification**
- **Bidder's three years audited financial statements** (if not provided previously)
- **Business Partner Questionnaire** (if not completed previously)
<http://www.crownagents.com/supplier-downloads>.
- **Shipping Specification** (download)
- **Product Packing Information** (Appendix G)
- **SAMPLES OF each item as specified in Appendix B**

The **draft form of Contract** as attached at Appendix E to this ITB identifies the documents that shall be incorporated within any resulting contract and are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>.

The **draft form of Contract** attached at Appendix E to this ITB identifies the documents that shall be incorporated within any resulting Contract. These documents will include, but not be limited to, the **Crown Agents General Contract Conditions for the Purchase of Goods (2013) (Own Right)** (the "General Contract Conditions") as available as a download <https://www.crownagents.com/procurement-notice/supplier-role-information-downloads/> in addition to the Special Conditions of Contract ("the Special Contract Conditions"). In the event of any conflict between the General Contract Conditions and the Special Conditions, the latter shall prevail.

The **Business Partner Questionnaire (BPQ)** which is available as a download is required. If you have not completed a BPQ for Crown Agents within the past two years, please complete all sections.

If not provided previously, within the last 12 months, complete all sections and attach a copy of the previous three years audited annual report and accounts. Failure to provide such information may result in the bid not being considered

The **Shipping Specification Form** available as a download must be completed in full for assessing freight costs. Crown Agents reserves the right to seek alternative freight quotes and where a more competitive freight quote is received to contract on terms.

Additionally, bidders are requested to complete the **Packing Specification at Appendix G** providing details of packing specifications at item level.

Electronic Submissions

Your bid, including all documents required by this ITB, must be submitted in a non-editable format to tina.patel@ascend.crownagents.com cc to Birbhadra.Lamichhane@ascend.crownagents.com by the Bid Closing Date and Time. Failure to submit a bid in a non-editable format may (at Crown Agents' absolute discretion) result in the rejection of your bid.

The electronic message subject header must contain the reference "**CA/108322D/0011**".

It is the responsibility of the bidder to ensure that the correct reference is included on the electronic message subject header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details. The maximum size of each submission is 16MB. If the bid exceeds 16MB it may be submitted in parts, and each part submission must be correctly referenced.

Supporting documents and printed literature provided by the bidder may be in a language other than English but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall take precedence.

Deadline for bid submissions

All bids must be received by Friday 31 August 2020 12 Mid Night Nepal time. Any bid not sent to the correct address and/or received late may be rejected.

Electronic copy of bid can be submitted anytime within the bid period, however in case of samples each item (1 unit) offered shall be submitted to Crown agents Nepal Office, Jhamsikhel Marg, (opposite to The British School), Lalitpur Nepal only on 31 Aug, 2020 by close of business Nepal time i.e 5 PM.

All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mailbox. Any email found to contain a virus will automatically be rejected without notification to the sender.

Bids must comply with the following conditions:

Bids are sought on a competitive basis and all prices are subjected to detailed scrutiny and may be subject to negotiation.

The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall govern.

Any additional costs incurred by Crown Agents, or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform with the requirements of a resulting Contract will be charged to the bidder.

ITB Acknowledgement and Intention to Submit a Bid

Upon receipt of this ITB, bidders are requested to send an acknowledgement by e-mail to tina.patel@ascend.crownagents.com cc Birbhadra.Lamichhane@ascend.crownagents.com to Birbhadra.Lamichhane@ascend.crownagents.com at Crown Agents confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a bid no later than 10:00am Tuesday 25 August 2020. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

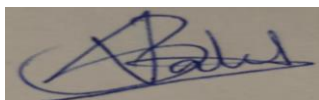
General

Bidders must certify in the Form of Bid at Appendix D that any statement made in their Business Partner Questionnaire submission remains true and accurate in all material aspects or should declare any changes to their Business Partner Questionnaire submission.

It is not permissible to transfer this Invitation to Bid to another natural or legal person.

Any questions which you may have in relation to this Invitation to Bid must be raised in accordance with the instructions contained in the Clarification of bidding documents paragraph of the Instructions to Bidders.

Yours faithfully



Tina Patel

[Regional Supply Chain Specialist](#)

ASCEND (Accelerating the Sustainable Control and Elimination of Neglected Tropical Diseases)

Tel: +254722327117 / +254 784 327 117

INSTRUCTIONS TO BIDDERS

Samples: Bidders must submit one unit of samples of each item they are offering to the following address to arrive only on the day 31st August 2020. Packages containing the required number of sample must be clearly labelled with bidder's name and reference **CA/108322D/0011**.

Attn: Birbhadra Lamichhane

Crown agents Nepal Office, Jhamsikhel Marg, (opposite to The British School), Lalitpur Nepal.

Clarification of Bidding Documents: Any request for clarification of this ITB must be submitted to Birbhadra Lamichhane, copying Tina Patel, in writing no later than 25th Aug, 2020. Failure to do so will mean that Crown Agents is unable to respond to the clarification request. This will ensure that Crown Agents is able to supply any required clarification to bidders in sufficient time for such to be taken into account by bidders in the formulation of their bid. Crown Agents will provide written responses to the clarification requests received prior to the deadline but will not respond to clarification requests raised after the deadline.

Where Crown Agents identifies any requirements for new or additional information to be provided, it will ensure that such new or additional information is notified to bidders as soon as reasonably practicable. Crown Agents will ensure that bidders are afforded non-discriminatory and equal treatment. Crown Agents may, at its sole and absolute discretion extend the deadline for submission of bids to provide bidders with sufficient time for any clarification response to be taken into account in their bid.

Requests for clarification and shall be sent by e-mail to Birbhadra Lamichhane, copying Tina Patel, and will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of an e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder's computer. If deemed receipt is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt. All times are to be read as local time in the place of receipt.

Amendment of Bidding Documents: At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents in any way.

All bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow bidders reasonable time in which to take the amendment into account in preparing their bids, Crown Agents (at its discretion) may extend the deadline for the submission of bids.

Modification and Withdrawal of Bids: A bidder may modify or withdraw its bid after the bid's submission, provided that (1) written notice of the modification, including substitution or withdrawal of the bids, is received by Crown Agents prior to the required deadline for submission of bids and (2) the modified bid is received by Crown Agents in compliance with the bid submission requirements detailed in the Cover Letter prior to the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Form of Bid.

- 1) **Currency:** Bids must be presented in **Pound Sterling (GBP) or Nepalese Rupees (NPR)** only. Any resultant Contract will be placed in the currency of the bid and payments will be made in the currency of the bid.

Bids made in any other currency will be rejected.

The bidder shall not be permitted to amend the currency of the bid once the bid has been submitted.

Where applicable, to facilitate evaluation and comparison, all bids will be converted into GBP, at the closing mid-rate of exchange established for similar transactions as quoted by www.oanda.com as prevailing on the 31 August, 2020.

Prices: Bidders will be deemed to have satisfied themselves, before submitting their bid, as to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the Contract and to have included all costs in their rates and prices.

The prices as stated in the Contract shall be fixed and not subject to revision.

Please quote prices on the following basis:

- a. The bidder should have an authorised local supplier in Nepal and all the associated costs should be included in the price.
- b. DDP Crown Agents Nepal Office, Jhamsikhel (Opposite to British School) (Please note that it is expected that duty waivers will be in place therefore Bidders should quote exclusive of import duties for the purposes of this

tender. In the event that duty waivers are not forthcoming, and a contract is placed on DDP terms Bidders will be permitted to include these costs at the time of shipment). Please quote on DDP terms including clearance, taxes excluding import duty, and unloading. Prices should be exclusive of import duties for the purposes of this tender.

- c. For goods in Nepal available ex stock delivered and off loaded to Crown Agents Nepal Office, Jhamsikhel, Lalitpur (Opposite to the British School)

Liquidated Damages: The bidder's attention is drawn to Clause 15 of the Contract Conditions.

Guarantee: The bidder's attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

Request for Third Party Payment: If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder's attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

Evaluation: Bid responses will be evaluated as follows:

The evaluation process for this tender will be conducted to ascertain the most economically advantageous bid.

Stage One – Preliminary Evaluation: Bid responses will be subject to a preliminary pass/fail evaluation to ensure they are fully compliant with the bid submission requirements as detailed in the Cover Letter and Instructions to Bidders of this ITB. **Crown Agents may (at its absolute discretion) reject any bid response which it considers is non-compliant with the submission requirements.**

Bid responses will be checked for compliance with the Contract Conditions and Special Contract Conditions and such other provisions as detailed in the ITB, as evidenced in the Form of Bid at Appendix D. Bid responses that do not comply will fail and may be rejected from the competition.

Stage Two – Technical Compliance Evaluation: Those bid responses that have not been rejected at preliminary evaluation will be subject to technical evaluation for compliance with the Schedule of Goods (Appendix B) and the Bid Specification and Statement of Compliance (Appendix C).

The Samples of offered products will be evaluated for compliance with the Schedule of Goods (Appendix B) and the Bid Specification and Statement of Compliance (Appendix C).

Compliance with the bid specification and statement of compliance, including provision of the requested supporting documentation is on a pass/fail basis.

Bids that fail will not be evaluated further.

Stage Three – Commercial Evaluation

Bids that have passed technical evaluation will be subject to commercial evaluation based on the following criteria:

- a. Evaluated Bid Price FCA Named Place of Shipment and DDP Crown Agents Nepal Office, Jhamsikhel, Lalitpur unloaded, as stated in the Form of Bid in Appendix D.
- b. Delivery lead times FCA Named Place of Shipment and DDP, or delivered from ex-stock Nepal to Crown Agents Nepal Office, Jhamsikhel, Lalitpur, as stated in the Form of Bid in Appendix D.

Should Crown Agents, for any reason, have any concerns about a Bidder's capacity to perform any contract, they reserve the right, at their absolute discretion, to either to make a partial award or to award a contract to the next best evaluated Bid.

Bidding on DDP terms is optional. Where Bidders choose to bid on FCA terms only and not to bid on DDP terms Crown Agents will obtain a freight quotation from their agent and this will be used for evaluating prices. Crown Agents reserve the right to seek alternative freight quotes from their freight agent and where a more competitive freight quote is received, to contract on FCA terms.

Bidders will not be permitted to correct or withdraw material deviations or reservations once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical errors which must be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.

Crown Agents reserves the right to split awards between Bidders where that best meets the end-users needs and represents the most economically advantageous terms.

Contract Award: Contracts will be awarded based on the evaluation criteria described above.

Contracts shall be awarded to the bids that have passed preliminary and technical evaluation, and about which there are no capacity or performance concerns, and which best meet project needs in relation to delivery lead time and price. Award will be based on the most economically advantageous terms for the programme.

Crown Agents reserves the absolute right, at their sole discretion, to accept or reject any bid, and shall be under no obligation to accept the lowest or any bid.

Bidders will be informed of the outcome of their tender submission in writing.

Clarification of bids: During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, or the End-User on any matter relating to its bid, from the time of issue of the ITB, up to the time the contract is awarded, unless instructed to do so by Crown Agents and/or for reasons as stipulated in the ITB. If the bidder wishes to bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents clause of these Instructions to Bidder.

Without prejudice to any other remedies (whether civil or criminal), any effort by a bidder to influence Crown Agents, or the End-User in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

Confidentiality: Subject to the paragraph below, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

- treats the information in the ITB and any related documents (“Information”) as confidential, save in so far as they are already in the public domain;
- does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised;
- does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
- does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder’s advisers, sub-contractors or to another person provided that:

- the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or
- the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or

- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or
- the bidder is legally required to make such a disclosure.

In this paragraph, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown Agents is permitted to disclose all information submitted to them as part of the bid to their client.

Signing of Contract: At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the successful bidder the Contract in the format provided at Appendix E, incorporating all agreements between the parties.

As soon as practically possible, but no more than five (5) working days following receipt of the Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

Disclaimers: The bid process is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

- issuing an ITB;
- communicating with a bidder or a bidder's representatives or agents in respect of this procurement; or
- any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents' shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this

competitive bidding exercise. Crown Agents reserves the right, to change without notice the basis of, or the procedures for, the competitive bidding exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

- submits its bid after the deadline for bid submissions;
- provides a bid that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);
- makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
- fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB.

Crown Agents reserves the right to change without notice the procedure for awarding the Contract, to reject any or all bids, to stop the competitive bidding exercise and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. Crown Agents are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

- Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be scored save for any further

information or advice sought by Crown Agents in accordance with the Clarification of bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a contract).

Collusive Behaviour: A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

- fix or adjust any element of the bid by agreement or arrangement with any other person; or
- communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
- enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
- share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
- enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
- offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any

other bid or proposed bid, any act or omission except where such prohibited acts are undertaken with persons who are also participants in the bidder's bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches these Collusive Behaviour requirements, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive bidding exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.

In this Collusive Behaviour section the word "person" includes any person, body or association, corporate or incorporate and the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

APPENDIX B

SCHEDULE OF GOODS

Crown Agent's Reference: CA/ 108322D/0011

Bidder's Reference:

Currency: **Pound Sterling (GBP) or Nepalese Rupees (NPR)**

Enter on the Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule. Where the bid prices are contingent upon all items, or complete quantities, being ordered together, then this must be clearly stated.

Item No.	Item Description	Qty	Unit of Measure	Unit Price GBP/NPR	Extended Price GBP/NPR
1	<p>Medical mask, 3-ply, disposable, good breathability, internal and external faces of mask should be clearly identified, elastic ear loops or drawstrings/ties, Box of 50's:</p> <p><i>Applicable standards:</i> EU MDD Directive 93/42/EEC Category III, or equivalent, ASTM F2100–11 Level 1, 2 or 3 or EN14683 II or IIR, these define the level of fluid resistance, breathing resistance and standards of construction</p>	1000			
2	Gloves, examination, nitrile, powder-free, non-sterile, single - 1 pack- 50 pairs each pack-Medium size	500			
3	Gloves, examination, nitrile, powder-free, non-sterile, single - 1 pack- 50 pairs each pack-Small Size	250			
4	Gloves, examination, nitrile, powder-free, non-sterile, single - 1 pack- 50 pairs each pack-Large size	250			
5	<p>Face shield, made of clear plastic; fog resistant; completely covers the sides and length of the face; adjustable band to attach firmly around the head and fit snugly against the forehead; vendor to state if disposable or reusable (made of durable material that can be disinfected).</p> <p><i>Applicable standards:</i> EU PPE 2016/425; EN 166; ANSI/ISEA z 87.1 or equivalent standards</p>	10,000			
6	Thermometer Simple Operation	450			

	<p>Vibrating alarm Voice Output Measuring time: less than 2 seconds Measuring range: 32 – 42.9°C Weight: 145g (without batteries) Excludes batteries</p>				
7	<p>Coverall Suit: Disposable medical protective clothing, non-woven fabric, single use/ disposable, full body length with elastic cuffs, ankles and hood, including shoe covers. <i>Medium size.</i></p> <p><i>Applicable standards:</i> EN 14126, and EN 13034, EN ISO 13982-1-2 or EN 14605 or equivalent</p>	200			
8	<p>Hand sanitizer, alcohol content (ethanol and/or isopropanol, n-propanol), minimum of 70% v/v; Sanitizer shall be clear, colourless and in the form of liquid or gel, and have an acceptable odour; 50ml Packs size</p>	10,000			
9	<p>Liquid Soap - 1 pack-200 ML Antiseptic/Medicated</p>	1000			
10	<p>RDT for VL screening Dipstick whole blood test kits in ICT/EIA format dipstick, individually packed in pouches, one pack containing 25 dipsticks, shall have 90% or more sensitivity and specificity, Product shall be WHO or CE (European) or USFDA approved. Documentary evidence shall be provided, Minimum 75% of shelf life at the time of delivery</p>	5000			
11	<p>Lancet with a pricking device and disposable needles with the alcohol swabs for disinfection, 1 piece</p>	50,000			
12	<p>Sharps disposal container, 1 Litre</p>	500			
13	<p>NK95 Masks:</p>	1000			

	<ul style="list-style-type: none"> • Straps – Thermoplastic Elastomer • Nose Clip – Aluminium • Nose foam – Polyurethane • Filter – Polypropylene • Shell – Polyester • Coverweb - Polyester <p>This respirator contains no components made from natural rubber latex Approximate weight of product: 0.35 oz.</p>				
14	<p>Carry Bag for the field worker and supervisor:</p> <p>Backpack 7-10 Kg capacity</p> <ul style="list-style-type: none"> • Padded Adjustable Straps • Front Pocket • Side Water Bottle Pocket • Main Internal Compartment • Main Compartment Zipper • Top Grab/Carry handle • Ventilating Mesh or Grommets • Interior Organization Pockets • ASCEND Logo on the back 	500			
	Total				

APPENDIX C

BID SPECIFICATION AND STATEMENT OF COMPLIANCE

Crown Agents' Reference: CA/ 108322D/0011

Bidder's Reference:

Complete the Statement of Compliance relating to the Bid Specification. To facilitate evaluation, where your bid does not comply, indicate the differences clearly.

Item No.	Item Description with specification	STATEMENT of COMPLIANCE
1	<p>Medical mask, 3-ply, disposable, good breathability, internal and external faces of mask should be clearly identified, elastic ear loops or drawstrings/ties, Box of 50's:</p> <p><i>Applicable standards:</i> EU MDD Directive 93/42/EEC Category III, or equivalent, ASTM F2100–11 Level 1, 2 or 3 or EN14683 II or IIR, these define the level of fluid resistance, breathing resistance and standards of construction</p>	
2	<p>Gloves, examination, nitrile, powder-free, non-sterile, single- - 1 pack- 50 pairs each pack-Medium size</p>	
3	<p>Gloves, examination, nitrile, powder-free, non-sterile, single- - 1 pack- 50 pairs each pack-Small Size</p>	
4	<p>Gloves, examination, nitrile, powder-free, non-sterile, single - - 1 pack- 50 pairs each pack-Large size</p>	
5	<p>Face shield, made of clear plastic; fog resistant; completely covers the sides and length of the face; adjustable band to attach firmly around the head and fit snugly against the forehead; vendor to state if disposable or reusable (made of durable material that can be disinfected).</p> <p><i>Applicable standards:</i> EU PPE 2016/425; EN 166; ANSI/ISEA z 87.1 or equivalent standards</p>	
6	<p>Thermometer Infra Red Simple Operation</p>	

	<p>Vibrating alarm Voice Output Measuring time: less than 2 seconds Measuring range: 32 – 42.9°C Weight: 145g (without batteries) Excludes batteries</p>	
7	<p>Coverall Suit: Disposable medical protective clothing, non-woven fabric, single use/ disposable, full body length with elastic cuffs, ankles and hood, including shoe covers. <i>Medium size.</i></p> <p><i>Applicable standards:</i> EN 14126, and EN 13034, EN ISO 13982-1-2 or EN 14605 or equivalent</p>	
8	<p>Hand sanitizer, alcohol content (ethanol and/or isopropanol, n-propanol), minimum of 70% v/v; Sanitizer shall be clear, colourless and in the form of liquid or gel, and have an acceptable odour; 50ml Packs size</p>	
9	<p>Liquid Soap - 1 pack-200 ML Antiseptic/Medicated</p>	
10	<p>RDT for VL screening Dipstick whole blood test kits in ICT/EIA format dipstick, individually packed in pouches, one pack containing 25 dipsticks, shall have 90% or more sensitivity and specificity, Product shall be WHO or CE (European) or USFDA approved. Documentary evidence shall be provided</p>	
11	<p>Lancet with a pricking devise and disposable needles with the alcohol swabs for disinfection</p>	
12	<p>Sharps disposal container, 1 Litre</p>	
13	<p>NK95 Masks:</p> <ul style="list-style-type: none"> • Straps – Thermoplastic Elastomer • Nose Clip – Aluminium • Nose foam – Polyurethane • Filter – Polypropylene • Shell – Polyester • Coverweb - Polyester 	

	<p>This respirator contains no components made from natural rubber latex</p> <p>Approximate weight of product: 0.35 oz.</p>	
14	<p>Carry Bag for the field worker and supervisor: Backpack 7-10 Kg capacity</p> <ul style="list-style-type: none"> • Padded Adjustable Straps. • Front Pocket. • Side Water Bottle Pocket. • Main Internal Compartment. • Main Compartment Zipper. • Top Grab/Carry handle. • Ventilating Mesh or Grommets. • Interior Organization Pockets. 	

Bidders to indicate “Comply” or “Not Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood”. In the event of electronic bidding by e-mail or by means of scanning, the specification shall not be altered in any way. Any deviation to specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Failure to complete this Statement of Compliance may result in the bid being rejected.

Where applicable, all goods shall be of fresh manufacture, or have at least 75% shelf life remaining, at the time of shipment. In the event that this is not the case the Supplier must notify Crown Agents prior to shipment and receive approval to proceed with despatch.

Bidders MUST attach photographs of all items offered clearly showing the product, labelling and packaging.

Bidders MUST attach all standard certification and CE certificates with their bids.

It is the responsibility of the Supplier to ensure that Goods are supplied with the standards specified and to provide documents to evidence this.

Where products are offered for supply from Manufacturers in countries with export restrictions in place it is the responsibility of the Supplier to ensure that the Manufacturer has all the necessary approvals in place to enable export of the Goods.

FORM OF BID

To:- Crown Agents
Jhamsikhel Marg,
(opposite to The
British School),
Lalitpur, Nepal

Crown Agents Reference: CA/108322D/0011
Bidders Reference:
Bid Closing Date& time: Monday 31 Aug, 2020
Currency: GBP or NPR

1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods as specified in Appendices B and C of the bid for the prices set out in this Appendix D, Form of Bid and in accordance with the provisions of the Contract.
2. We confirm that we have downloaded and read the documents from Crown Agents website which are incorporated by reference and we accept that any resultant Contract will be subject to the Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. We confirm that all items being offered are of fresh manufacture with at least 75% of shelf life remaining on receipt by the End-User.
6. We confirm that a photograph and/or image of the items being offered is attached.
7. We confirm that copies of all the stated standard certification and CE certificates for the offered product are attached.
8. Where products are offered for supply from Manufacturers in countries with export restrictions in place we confirm that the Manufacturer has all the necessary approvals in place to enable export of the Goods.
9. Where products are offered ex stock Nepal please provide a Total Price Delivered and unloaded to Crown Agents Nepal Office. It is not necessary to include a breakdown of freight costs.

10. Prices

ITEM NO.	PRICING SUMMARY	TOTAL ITEM PRICE Nepalese Rupees (NPR)
1	Medical mask, 3-ply, disposable	
2	Gloves Medium size	
3	Gloves Small Size	
4	Gloves Large size	
5	Face shield	
6	IR Thermometer	
7	Coverall Suit	
8	Hand sanitizer, alcohol content	
9	Liquid Soap - 1 pack-200 ML Antiseptic/Medicated	
10	RDT for VL screening	
11	Lancet with a pricking devise and disposable needles with the alcohol swabs for disinfection	
12	Sharps disposal container, 1 Litre	
13	NK95 Masks	
14	Carry Bag for the field worker and supervisor: Backpack 7-10 Kg capacity	
Total Price primary trade packed		
Less Crown Agents Discount (State Percentage)		
Total net price of Goods primary trade packed		
Cost for Export Packing and Delivery to FCA (If outside of Nepal)		
Total Bid Price export packed FCA (named location outside Nepal) Incoterms® 2020		
Cost for Airfreight delivery to DDP Crown Agents Office Nepal, Jhamsikhel, Lalitpur, Incoterms® 2020 (if arriving from outside Nepal)		
TOTAL BID PRICE Crown Agents Office Nepal, Jhamsikhel, Lalitpur, Nepal, Incoterms® 2020		
TOTAL BID PRICE IN FIGURES*:		
TOTAL BID PRICE IN WORDS*:		

The total bid price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.

*See point 9 above.

The delivery period to FCA _____ (name destination) from receipt of an award of Contract will be _____ weeks. (for vendors outside Nepal)

The delivery period to Crown Agents Office Nepal, Jhamsikhel, Lalitpur from receipt of an award of Contract will be _____ weeks. (for vendors outside Nepal)

The delivery period to the Crown Agents Office Nepal, Jhamsikhel, Lalitpur, Nepal for goods held ex stock in Nepal from receipt of an award of Contract will be _____ weeks (for Nepalese Vendors)

Bidders are advised that this period will be used for bid evaluation purposes.

Bidders are advised that if a Contract is awarded on any other delivery term, where applicable, a suitable amendment will be made to the contractual delivery period.

We _____ (name of bidder) confirm that this bid is valid for acceptance for 60 days from 31 Aug, 2020.

Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders' consent to an extension of the period of validity. The request and the responses shall be made in writing. Bidders who agree to extend the validity of their bids will not be permitted to modify their bids.

We _____ [name of bidder] agree adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

We certify that any statement made in our Business Partner Questionnaire remains true and accurate in all aspects [Yes/No]

Bidders who state "No" in response to the above must submit a declaration regarding the changes to their Business Partner Questionnaire.

If the bidder is not the manufacturer of the Goods the bid must clearly state the name and full address/es of the manufacturer/s and provide evidence of their authority for the bidder to submit a bid.

Bidders are required to send one units' samples of the product offered to Crown Agents Nepal Office, Jhamsikhel only on the day of 31 Aug, 2020. Failure to submit samples may result in the rejection of your bid.

Bidders are required to provide details of 3 similar contracts that they have performed within the last 12 months and complete the table below:

Contract 1

Name of party that issued the contract	
Contract value	
Contract start date	
Contract completion date	
Goods supplied	
Client reference (including contact name, email address & telephone number	

Contract 2

Name of party that issued the contract	
Contract value	
Contract start date	
Contract completion date	
Goods supplied	
Client reference (including contact name, email address & telephone number	

Contract 3

Name of party that issued the contract	
Contract value	
Contract start date	
Contract completion date	
Goods supplied	
Client reference (including contact name, email address & telephone number	

.....
Authorised Signature

.....
Name in Capitals

.....
Position

Company Name and
Address:

Company Registration Number:
Company VAT Number:
Telephone Number:
Facsimile No:
Email:

CROWN AGENTS REFERENCE: [CA REF]

THE FORM OF CONTRACT INCLUDING

GENERAL CONTRACT CONDITIONS

SPECIAL CONDITIONS

CROWN AGENTS LIMITED

and

[_____]

CONTRACT FOR THE PROVISION OF [ENTER BRIEF DESCRIPTION OF GOODS]



Crown Agents' Reference:

CONTRACT

THIS CONTRACT ("Contract") is entered into this day of _____, 202____, by Crown Agents Ltd a company incorporated and registered in England, with company number 3259922 and whose registered office is located at Blue fin Building, 110 Southwark Street, London, SE1 0SU ("Crown Agents") of the one part and (Supplier) of the other part a company incorporated and registered in [name country] with company no. [] and having whose registered office is located at (Supplier address) hereinafter called the "Supplier".

WHEREAS

Crown Agents issued an Invitation to Bid ("ITB") under reference [] dated [] for the provision of goods, [] (hereinafter called the "Goods") to be supplied to [] (the "End-User");

The Supplier submitted its bid dated (enter date) reference (bid ref) in response to the ITB (the "Bid");

NOW IT IS HEREBY AGREED AS FOLLOWS:

Crown Agents has accepted the Bid from the Supplier for the supply of the Goods in the sum of state currency and contract price in words and figures side by side (the "Contract Price").

The Goods are to be delivered by air on the following Incoterm **State Incoterm and destination(s) Incoterms® 2020** (delete if goods are already in country).

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments.**

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Contract Conditions.

The following documents shall be deemed to form and be read and construed as an integral part of this Contract:

- this Form of Contract and the Appendices attached to it;
- The General Contract Conditions;
- The completed and signed Business Partner Questionnaire together with all supporting documentation dated
- The Invitation to Bid;
- The Form of Bid including the following;
- The Bid Specification and Statement of Compliance;

- The Schedule of Goods and Quantities;
- The bid clarification(s) dated [enter date(s)]

This Form of Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the order of documents shall prevail in the order listed above.

The following documents which are incorporated by reference into the Contract are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Signed Receipt Note

Application for Air Despatch Instructions (to be deleted if goods in country or contract on DDP terms)

The Supplier shall provide a signed copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

Anti-Bribery: The Supplier shall adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download pages on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

Force Majeure: For the purposes of the Contract, a Force Majeure event as detailed within clause 17 of the Contract Conditions means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that part.

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 17 of the Contract Conditions remain unchanged.

Child Protection: Crown Agents believes that everyone has a role in the safeguarding of children and promoting their welfare whether or not they are in direct contact with children. Crown Agents will seek the support and cooperation of the Supplier in the implementation of its Child Protection Policy and will monitor their compliance with it.

The Supplier should note the requirements to adhere at all times to the Child Protection Code of Conduct, available on Crown Agents website.

OTHER REQUIREMENTS

External Packing

All external packing shall include labels providing sufficient information on handling and storage precautions to ensure that Goods are properly handled and secure at all times. The information shall be detailed on delivery notes and manifests if it cannot go on the external packaging, in addition to the details of the identification of the container's contents and source.

Special Storage and Transportation

Where Goods are supplied under terms or delivered from stock held in Nepal, the Supplier must provide detailed evidence of all transport arrangements from their premises / warehouse and at every stage through to final delivery to the Consignee's nominated warehouse.

Proof of Delivery (POD) is required irrespective of the Incoterms of the Contract.

Clearance of Goods, unloading and delivery: In addition to the Supplier's contractual responsibilities under the stated Incoterm, the Supplier will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery. On delivery of the Goods to the [Consignee/End-User] the Supplier will be responsible for obtaining a Signed Receipt Note in the form required confirming that delivery and unloading has been completed satisfactorily.

Shipping Specification: Any additional costs incurred by Crown Agents or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of a resulting Contract, will be payable by the Contractor.

Marking for Shipment/Transportation and Storage: The Supplier shall ensure that packages are marked by stencil or otherwise apply the [Shipping Mark/Airfreight/Overland address] as large as it practicable and exactly as shown, including the gross weight in kilograms and package number, to two (2) adjacent faces of each package. Add (in English) any special handling, stowage or storage instructions. The Supplier shall ensure that both weights and dimensions are shown in metric units.

Shipping Mark/Airfreight/Overland Address	Consignee Address/End-User's address/Notify Party
CA: (to be advised on award of Contract) Indent No: (to be advised on award of Contract) Enter Mark/Address	Contact Name: Enter Address

Gross Wt _____ Kgs Package No:	Tel No: Enter Tel No E-mail: Enter e-mail address
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Goods Requiring Special Handling: It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. Prior to dispatch the Supplier shall provide Crown Agents with prior written notice of Goods requiring special stowage including refrigeration and Goods which may be affected by storage under non-ideal conditions and details of the applicable stowage requirements.

Dangerous Goods: The Supplier shall declare, label and pack all dangerous Goods in accordance with the appropriate current international regulations. The Supplier shall ensure that they sign a Dangerous Goods Note or Shipper's Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

Pre-Shipment Inspection: The Supplier must check documentation requirements for the import of Goods into Nepal. In the event that pre-shipment inspection by an independent pre-shipment inspection agency appointed by the authorities in Nepal is required, the Supplier will be responsible for complying with all requirements in relation to compliance with Pre-shipment Inspection regimes in force.

Application for Air Dispatch Instructions: For a Contract placed on EXW or terms, the Supplier will be responsible for completing an Application for Air Dispatch Instructions in the format required as available from the following link: <http://www.crownagents.com/docs/default-source/supplier-documents/own-account/application-for-shipping-instructions.doc> for submission to Crown Agents together with invoices and other documents as specified in the delivery and distribution of documents clause below. Crown Agents will issue instructions for dispatch and the documentation required will be sent to the Supplier.

Delivery and Distribution of Documents: The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract Immediately after delivery you must send the documents detailed below to Crown Agents.

Crown Agents will ensure the Consignee is alerted to the dispatch.

Electronic versions of documentation are acceptable.

- Commercial Invoice: original signed Commercial Invoice and 2 signed copies;
- Packing List (unpriced): one (1) original and 1 copy;
- Transport Bill i.e. Air Waybill: 1 original and 1 copy;
- Insurance Certificate: 1 copy (delete if not applicable)
- Signed Receipt from Crown Agents nominated Freight Forwarders: 1 original (Delete if not applicable)
- Signed Receipt Note (in the format provided (to be completed by the Consignee).
- Certificate of Origin for each item – 1 copy
- Clean Report of Findings issued by the pre-shipment inspection agency (if applicable) – 1 copy

Payment: Payment shall be made in accordance with Clause 13 of the General Contract Conditions.

All documentation detailed in the Contract, confirming satisfactory and full delivery, shall be submitted to Crown Agents by the Supplier between the 25th and the 30th day of each month. Payment will then be made within 45 days of submission of the all the documentation required as detailed within the contract. (For clarity, in the event complete documentation is received prior to the 25th, the 45 day payment period will commence on the 25th of that month, and for documents received after the 30th, the 45 day payment period will commence on the 25th of the following month).

Payment under the terms of the Contract will be made by SWIFT. The Supplier shall provide their bank details in the format detailed below and this submission must be returned with the Supplier's payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the Commercial Invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier's payment being processed.

BANK DETAILS (to be printed on Supplier's letter head paper)

- ❖ Account Name (in full)
- ❖ Account Number
- ❖ Bank Name
- ❖ Bank Address
- ❖ Bank Sort Code
- ❖ SWIFT Code.....
- ❖ IBAN Code.....

Authorised Signatory

Sign:

Name:

Designation:

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in enter Country of domicile of payment currency through which our bankers can make payment. The Supplier shall be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier shall advise Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

For and on behalf of Crown Agents

For and on behalf of the Supplier

Signed by _____
Duly Authorised

Signed by _____
Duly Authorised

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE OF GOODS

Crown Agent’s Reference:
 Supplier’s Reference:
 Currency:

Item No.	Item Description	Qty	Unit of Measure	Unit Price	Extended Price

Less Crown Agents Discount (State Percentage) _____

Total net price of Goods primary trade packed _____

Cost for export packing and delivery _____

Total packed and delivered [Supplier’s Premises] _____

Cost for Insurance _____

Cost for Air freight transportation _____

**TOTAL PRICE including off loading at Crown Agents Nepal Office Incoterms®
 2020** _____



APPENDIX G - PRODUCT PACKING INFORMATION

Item 1

Supplier Product Code	
Supplier Product Name	
Additional Attribute 1 eg Size	
Additional Attribute 2 eg colour	
Batch #	
Expiry Date (if applicable)	
Units total	
Units per Carton	
# Cartons	
Carton length cm	
Carton width cm	
Carton height cm	
Carton m3	
Carton weight Kg	
Total Weight	
Total m3	
# Pallets	
Pallet dims cm	
CA Purchase Order #	
Supplier Ref	
CA shipment #	