

Ministry of Health & Family Welfare  
Government of India  
Through  
United Nations Office for Project Services, (UNOPS)  
11 Golf Links  
New Delhi, 110003  
INDIA

Fax: 91-11-43508527

Tel: 91-11-30417400

**NATIONAL COMPETITIVE BIDDING FOR SUPPLY OF EQUIPMENT AND INSTALLATION IN  
LABORATORIES FOR CULTURE / SENSITIVITY FOR SECOND NATIONAL TB CONTROL**

BID REFERENCE	UNOPS India/CTD/TB Lab/38/2008
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 30-10-2008
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 1200 hrs on 28-11-2008
LAST DATE AND TIME FOR RECEIPT OF BID	: 1400 hrs on 28-11-2008
TIME AND DATE OF OPENING OF BIDS	: 1415 hrs on 28-11-2008
PLACE OF OPENING OF BIDS	: United Nations Office for Project Services 11 Golf Link, New Delhi-110003, India Fax: 91- 11-43508527 Tel: 91-11-30417400
ADDRESS FOR COMMUNICATION	: Director, India Procurement office United Nations Office for Project Servic1 11 Golf Links New Delhi 110003, India Fax: 91-11-43508527 Tel: 91-11-30417400 Email : procurementinoc@unops.org

**SECTION I: INVITATION FOR BIDS (IFB)**

**NATIONAL COMPETITIVE BIDDING FOR**  
**THE SUPPLY GOODS/EQUIPMENT FOR CULTURAL SENSITIVITY LABS**

**SECTION I. INVITATION FOR BIDS (IFB)**

Country –	India
Name of project –	Second National Tuberculosis Project
Brief description of the Goods –	TB Lab Equipments
IFB number	UNOPS India/CTD/TB Lab/38/2008

1. The Ministry of Health & Family Welfare, Government of India has received a credit from the International Development Association towards the cost of Second National Tuberculosis Project and it intends to apply part of the proceeds of this credit to payments under the contract for supply of Goods for which this invitation of Bid is issued.
3. The United Nations Office for Project Services (UNOPS), acting as the Purchaser on behalf of Ministry of Health and Family Welfare, Govt. of India, New Delhi, now invites sealed bids from eligible bidders.
4. The provisions in the Instruction to Bidders and in the general Conditions of Contract are based on the provisions of the World Bank Standard Bidding Document- Procurement of Goods.
5. Interested eligible Bidders may obtain further information from the UNOPS office and inspect the bidding documents at the address given in paragraph 8 below between 10:00 and 16:00 hrs on all working days.
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs. 5000. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi. The documents may be purchased from October 30, 2008 till 1200 hrs on November 28, 2008 at the address mentioned in Paragraph 7. The Bid document can also be viewed at websites [www.unops.org](http://www.unops.org) and [www.tbcindia.org](http://www.tbcindia.org) The bidders are allowed to use downloaded bid document provide that Rs 5000 towards the cost of the bid document is paid at the time of submission of the Bid. The bids submitted without paying the above cost will be rejected. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on November 10, 2008 at 11:00 hrs at the address given below.  
Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders
8. Bids must be delivered to the address below at or before 1400 hrs (Indian Time) on November 28, 2008. All bids must be accompanied by a bid security as specified in the "Section VI – Schedule of Requirements" of the bidding documents. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address below at 1415 hrs (Indian Time) on November 28, 2008.

Director, India Procurement office  
United Nations Office for Project Services (UNOPS),  
11 Golf Links, New Delhi – 110 003, India  
Fax: 91-11-43508527  
Tel:91-11-30417400

9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**SECTION II: INSTRUCTIONS TO BIDDER**

## SECTION II: INSTRUCTIONS TO BIDDERS

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## **A. Introduction**

### **1. Source of Funds**

- 1.1 The Government of India has received for a Credit from the International Development Association (hereinafter called Bank) in various currencies towards the cost of the FOR SECOND NATIONAL TB CONTROL PROJECT and intends to apply part of the proceeds of this Credit/Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit/Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit/Loan Agreement prohibits a withdrawal from the Credit/Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit/Loan Agreement or have any claim to the Credit/Loan proceeds.

### **2. Eligible Bidders**

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

### **3. Eligible Goods and Services**

- 3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement* and all expenditures made under the Contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

### **4. Cost of Bidding**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and UNOPS (acting as procurement Agent on behalf of Ministry of Health & Family Welfare, Government of India), hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instruction to Bidders (ITB) ;
  - (b) General Conditions of Contract (GCC) ;
  - (c) Special Conditions of Contract (SCC) ;
  - (d) Schedule of Requirements;
  - (e) Technical Specifications;
  - (f) Bid Form and Price Schedules;
  - (g) Bid Security Form;
  - (h) Contract Form;
  - (i) Performance Security Form;
  - (j) Performance Statement Form;
  - (k) Manufacturer's Authorization Form;
  - (l) Bank Guarantee for Advance Payment Form; and
  - (m) Equipment and Quality Control Form.
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **6. Clarification of Bidding Documents**

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

### **7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **8. Language of Bid**

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

## 9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

## 10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

## 11. Bid Prices

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
  - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
  - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract. **Year wise cost of 5 years' CMC may be mentioned in Price Schedule (section VII)**

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

## 12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

### **13. Documents Establishing Bidder's Eligibility and Qualifications**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

*[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.]*

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

- (ii) Details of experience and past performance of the bidder on Goods/equipment offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);

### **14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security, in favour of UNOPS, in the amount as specified in Section-V - Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:
- (a) at the bidder's option, be in the form of either an irrevocable certified check, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country in favor of UNOPS
  - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
  - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted; and
  - (e) remain valid for a period of 28 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
  - (b) in case of a successful Bidder, if the Bidder fails:
    - (i) to sign the Contract in accordance with ITB Clause 34; or
    - (ii) to furnish performance security in accordance with ITB Clause 35.

## **16. Period of Validity of Bids**

- 16.1 Bids shall remain **valid for 120 days** after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3 hereinafter.
- 16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows :

The price shall be increased by the factor 0.096% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.

16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**17. Format and Signing of Bid**

17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

18.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.

18.2 **The inner and outer envelopes shall:**

(a) be addressed to the Purchaser at the following address:  
Director, India Procurement Office  
United Nations Office for Project Service  
11 Golf Links, New Delhi 110003, India

(b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "Do not open before 1415 hours on November 28 ,2008

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

18.5 Telex, cable or facsimile bids will be rejected.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.
- 21.4 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 bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

### **E. Bid Opening and Evaluation of Bids**

## **22. Opening of Bids by the Purchaser**

- 22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at 1415 hours on November 28,2008 and in the following location:

United Nations Office for Project Service  
11 Golf Links, New Delhi 110003, India

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.

## **23. Clarification of Bids**

- 23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

## **24. Preliminary Examination**

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
  - 24.1.1 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.

- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**25. Deleted**

**26. Evaluation and Comparison of Bids**

- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 26.3 Deleted.
- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) the cost of components, mandatory spare parts and service;
  - (e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the bid;

- (f) the projected operating and maintenance costs during the life of the equipment; and
- (g) the performance and productivity of the equipment offered.

26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

There will not be any deviation in the Delivery schedule.

(c) *Deviation in Payment Schedule:*

There will not be any deviation in the Payment schedule

(d) *Cost of Spare Parts:*

If quoted separately will be included in the bid price for purpose of evaluation.

(e) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and Maintenance Costs:*

Deleted

(g) *Performance and Productivity of the Equipment:*

Deleted

(h) Any other criteria

CMC costs for required Schedules will be discounted to present value at a discount factor of 10 percent per year for evaluation purpose

**27. Deleted.**

**28. Contacting the Purchaser**

28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

## **F. Award of Contract**

### **29. Postqualification**

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.
- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **30. Award Criteria**

- 30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **31. Purchaser's right to vary Quantities at Time of Award**

- 31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

- 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

### **33. Notification of Award**

- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

### **34. Signing of Contract**

- 34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

### **35. Performance Security**

35.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

### **36 Corrupt or Fraudulent Practices**

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, Suppliers, Contractors and Consultants to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 of the General Conditions of Contract.



**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## General Conditions of Contract

### **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Country of Origin**

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **5. Use of Contract Documents and Information**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **7. Performance Security**

- 7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
  - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) A cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

## **12. Transportation**

12.1 Deleted.

12.2 Deleted.

- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12.4 Deleted

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in Indian Rupees.

## **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

## **22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

### **23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

### **24. Termination for Default**

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **27. Termination for Convenience**

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **28. Settlement of Disputes**

- 28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **30. Governing Language**

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **31. Applicable Law**

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

### **32. Notices**

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **33. Taxes and Duties**

33.1 Deleted.

33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

### **34. Fraud and Corruption**

34.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

- (d) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### 1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is United Nations Office for Project Services (UNOPS), New Delhi India ( acting as Procurement Agent on behalf of the Ministry of Health & Family Welfare , Government of India) pursuant to the "Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and the United Nations Office for Project Services (UNOPS) dated May 30, 2007.
- (b) The Supplier is ( To be mentioned after the Contact Award)

### 2. **Country of Origin (GCC Clause 3)**

All countries and territories as indicated in Section XIV of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement”.

### 3. **Performance Security (GCC Clause 7)**

- 3.1 a) Within 21 days after the Supplier’s receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5 % (five per cent) of the total Contract Price valid up to 60 days after the date of completion of all contractual obligations, including the Warranty obligations but excluding CMC services, initially valid for a period of 3 months beyond the warranty period.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended for four (4) months over and above the extended warranty period.

b) In addition, if the Purchaser/the Consignees/Government of India requires CMC services in accordance with article 13 of the GCC/SCC, within 21 days of the notification by the Purchaser/the Consignees/ Government of India of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of India a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 13. This bank guarantee shall be in a format acceptable to the Purchaser/the Consignees/Government of India. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/Government of India, the Performance Security mentioned under art. 3.1 a) above will returned to the Supplier by the Purchaser.

- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:

The performance security mentioned under SCC 3.1 a) shall be in the form of a bank guarantee and the named Beneficiary shall be UNOPS. The Bank Guarantee (note: it starts with a cap letter however with a small letter under 3.1 and below, Stephanie should confirm what it should be) shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser. The Bank Guarantee shall be in the format provided in the Bidding Documents.

The bank guarantee mentioned under SCC 3.1 b) as performance security for CMC services, if CMC services are required, shall be as instructed by the Purchaser/the Consignees/Government of India. .

- 3.3 Substitute Clause 7.4 of the GCC by the following:

The Purchaser will release the Performance Security without any interest to the supplier not later than 60 days following completion of all the performance obligations by the Supplier, including the Warranty obligations and, if applicable, after receipt of Bank Guarantee (see above comment? cap letter?) as performance security for CMC Services in favour of the Purchaser/the Consignees/Government of India

3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

4. **Inspection and Tests (GCC Clause 8)**

The following inspection procedures and tests are required by the Purchaser:

The Pre-dispatch Inspection of equipment supplied may be carried out by the Inspection Agency appointed by the Purchaser, at supplier(s)' premises as per the Contract Award Conditions to ensure that the equipment being procured are of satisfactory quality, compatible with the requirements given in the Contract and are in conformity with the Quality Assurance Plan agreed and included in the Contract awarded.

At the Consignee(s)' end, the Inspection Agency and / or the Consignee(s) shall inspect the goods to confirm their conformity to the contract on receipt at destination.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the Purchaser.

NOTE: The supplier should first inspect the sites and satisfy that the equipment can be installed without causing any damage to the civil structure of the site. Necessary electrical installation (such as 3 Phase) at the concerned Laboratory site should be suggested by the supplier well in advance. The weight of the equipment should be specified well in advance to ensure that the floor of the building should withstand the weight. Necessary changes in civil work at each of the laboratory site should be suggested such as width and height of the door to carry the equipments inside the rooms identified

5. **Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC the following:

Packing Instructions : The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, v) Packing list reference number and vi) GOVERNMENT OF INDIA SUPPLY – NOT FOR SALE

6. **Delivery and Documents (GCC Clause 10)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;( if required)
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. **Insurance ( GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. However, the Purchaser may decide to arrange the cargo Insurance on its own and sign the contract on CPT basis.

**8. Incidental Services (GCC Clause 13)**

In addition to the services mentioned in GCC Clause 13, the following services shall be furnished and the cost shall be included in the contract price:

**The Comprehensive maintenance Contract ( with spare parts)**

- (i) The Purchaser/ Consignees/ Government of India, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years for all items in this Bid Document except for Universal Containers (McCartney Bottles) & Spare Caps for Universal Containers after the expiry of the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
- (ii) During Annual Maintenance Period the unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Contractor. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a service Goods/ part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.
- (ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.

**9. Spare Parts (GCC Clause 14)**

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

**10. Warranty (GCC Clause 15)**

- (i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty period shall be no less than 24 months from date of Installation of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4 ;  
OR
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.075% of the price per non-functional unit per day beyond 15 days in a year..

- (ii) Substitute Clause 15.4 of the GCC by the following:

“Upon receipt of such notice, the Supplier shall, within a period of 7 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The

Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 7 days.

#### 11. **Payment (GCC Clause 16)**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) *On Delivery to Consignee:* Eighty percent of the contract price shall be paid on receipt of Goods by the Consignee and upon submission of the documents specified in SCC Clause 6 above and Consignee Receipt Certificate.
- (iii) *On Final Installation:* the remaining Twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory Installation certificate issued by the Consignee for the respective delivery.

#### 12. **Prices (GCC Clause 17)**

No price adjustment will be allowed.

#### 13. **Sub-contracts (GCC Clause 21)**

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

#### 14. **Liquidated Damages (GCC Clause 23)**

##### 14.1 For delays :

GCC Clause 23.1 -- The applicable rate is 0.5% of the Contract Price per week or part thereof and the maximum deduction is 10% of the contract price.

#### 15. **Settlement of Disputes (Clause 28)**

The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 28.2 shall be as follows:

##### **(a) Contracts with foreign Supplier:**

GCC 28.2 (a)–Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

##### **(b) Contracts with Indian Supplier:**

GCC 28.2 (b): i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the

Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.

ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.

iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.

*“Clause 28.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 28.2 (b) shall be retained in the case of a Contract with Indian Supplier.”*

**For Both (a) and (b)**

If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined

**- Notices (Clause 32)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

Director, India Procurement Office  
United Nations Office for Project Services (UNOPS),  
11 Golf Links,  
New Delhi – 110003  
Telephone: +91-11-30417400  
Facsimile: +91-11-43508527  
e-mail: procurementinoc@unops.org

Supplier: (To be filled in at the time of Contract signature)

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.....  
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17. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
  - Quantity accepted/rejected by inspecting agency and date;
  - Quantity  ispatched/delivered to consignees and date;
  - Quantity where incidental services have been satisfactorily completed with date;
  - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
  - Date of completion of entire Contract including incidental services, if any; and
  - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

**SECTION V: SCHEDULE OF REQUIREMENTS**

**SCHEDULE OF REQUIREMENTS**

<b><u>Schedule No</u></b>	<b><u>Item No</u></b>	<b><u>Brief Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity per state/Lab</u></b>	<b><u>Total Quantity</u></b>	<b><u>Delivery Schedule</u></b>	<b><u>Bid security in INR</u></b>
I	1	Electronic balance	Number	1	14	Within 30 days of Notification of award	260,000
	2	Analytical balance	Number	1	14		
	3	Shaker	Number	1	14		
	4	Bottle Washing Machine	Number	1	14		
	5	Pipetting Device	Number	1	14		
	6	Filter holder	Number	1	14		
	7	pH meter (digital)	Number	2	28		
	8	Hot Air Oven	Number	2	28		
	9	Vortex Mixer	Number	1	14		
	10	Inspissator	Number	2	28		
	11	Centrifuge	Number	1	14		
II	1	Universal Container (McCartney Bottles)	Number	10000	1,40,000		387,000
	2	Spare caps for Universal Containers	Number	10 Packs (100 each)	140 packs (100 each)		

**List of Consignee States and their Addresses**

<b>Sl. No.</b>	<b>Name of State(Consignee)</b>	<b>Address</b>
1	Assam	JT. Director of Health Services (TB) Cum STO-Assam, Old Saline Plant, Gauhati Medical College (College Building) Bhangagarh , Guwahati -5, <b>Assam</b> Tel. No. 0361-2228308 E-mail: <a href="mailto:STOAS@tbcindia.org">STOAS@tbcindia.org</a>
2	Bihar	Director, State TB Training & Demonstration Centre, (STDC), Agamkuan, Patna-7, <b>Bihar</b> Tel. & Fax No.: 0612-2636382 E-mail: <a href="mailto:STOBI@tbcindia.org">STOBI@tbcindia.org</a>
3	Goa	Prof. & Head of Dept., Microbiology Dept., Goa Medical College, Bambolim, <b>Goa</b> – 403 202. Tel.No.- 0832-2495220 Fax : 0832-2458728 E-mail: <a href="mailto:STOGA@tbcindia.org">STOGA@tbcindia.org</a> ; <a href="mailto:joserod@sancharnet.in">joserod@sancharnet.in</a>
4	Himachal Pradesh	Medical Superintendent, TB Sanatorium (STDC), Dharampur, District. Solan, <b>Himachal Pradesh</b> Tel. No.- 01792-264022 Fax No.01792-265230 E-Mail: <a href="mailto:STDCHP@tbcindia.org">STDCHP@tbcindia.org</a>
5	J&K (Jammu)	Head of Department of Chest & TB, Chest Diseases Hospital, Govt. Medical College, Bakshi Nagar , <b>Jammu (J&amp;K)</b> - 180 001 Tel. No.- 0191- 2634234 Fax: 0191 -2584247 E-mail: <a href="mailto:Profrajindersingh@gmail.com">Profrajindersingh@gmail.com</a> ; <a href="mailto:govmedcl@sancharnet.in">govmedcl@sancharnet.in</a>
6	J&K (Srinagar)	State TB Officer cum Director Health Services ( Kashmir Division), State Training & Demonstration Centre, Dalgate, Srinagar, <b>Srinagar (J&amp;K)</b> - 190 001 Tel. No.- 0194 - 2452052 Fax: 0194 - 2457313 Email: <a href="mailto:stojks@tbcindia.org">stojks@tbcindia.org</a> ; <a href="mailto:stojks@rediffmail.com">stojks@rediffmail.com</a>
7	Karnataka	Director, State TB Training and Demonstration Center (STDC), Karnataka State Drugs and Logistics Society Premises, Magadi Road, Bangalore, <b>Karnataka</b> Tel. No. - 080-22249364 E-mail: <a href="mailto:STOKA@tbcindia.org">STOKA@tbcindia.org</a>

8	Madhya Pradesh	Director, STDC, TB Hospital Campus, Idgah Hills, Bhopal, <b>Madhya Pradesh</b> Tel. No. - 0755-2666384 E-mail - <a href="mailto:stdcmp@tbcindia.org">stdcmp@tbcindia.org</a>
9	Maharashtra	Medical Superintendent, Chest and General Hospital, Aundh Camp, Pune - 411027 <b>Maharashtra</b> Tel. No.- 020-27280602 Fax No. 020-27286458 E-mail: <a href="mailto:pcgh_aundh@vsnl.net">pcgh_aundh@vsnl.net</a>
10	Manipur	STO cum Incharge STDC, Manipur , R & D wing, Medical Directorate, Lamphelpat, Imphal West, <b>Manipur</b> Pin: 795004 Tel No.- 0385-2414599 E-mail: <a href="mailto:stomn@tbcindia.org">stomn@tbcindia.org</a> ; <a href="mailto:stdcmn@yahoo.co.in">stdcmn@yahoo.co.in</a>
11	Punjab	Director, STDC, Prof. & Head, TB and Chest Department, TB Hospital, Lahori Gate, Patiala, <b>Punjab-147001</b> Tel. No.- 0175-2220268, 2303249 E-mail: <a href="mailto:STDCPN@tbcindia.org">STDCPN@tbcindia.org</a> <a href="mailto:jaikishantb@yahoo.com">jaikishantb@yahoo.com</a>
12	Sikkim	Consultant Microbiologist, Microbiology/Chest Clinic Department, Ladakhi Building, Behind Orthopaedic Clinic, STNM Hospital Complex, Gangtok- <b>Sikkim</b> Pin : 737101 Tel. No.- 094342-35434 E-mail : <a href="mailto:dr_uttamp@yahoo.co.in">dr_uttamp@yahoo.co.in</a>
13	Uttar Pradesh	Prof.& Head of Deptt./In-charge IRL-RNTCP, Dept. of Microbiology, King George Medical University, Lucknow, <b>Uttar Pradesh</b> Tel. No.(M)- 0-9415023928, E-mail: <a href="mailto:amita602002@yahoo.com">amita602002@yahoo.com</a>
14	Arunachal Pradesh	Sr. Dy. Director of Health Services (TB) State TB Training and Demonstration Centre, Directorate of Health Services, Arunachal Pradesh 'C' Sector, Naharlagun, Dist. Papum pare Arunachal Pradesh Pin No. 791110  Phone No. 0360-2244176(O) 2246221(Fax) E-Mail <a href="mailto:stoar@rntcp.org">stoar@rntcp.org</a>

**SECTION VI: TECHNICAL SPECIFICATIONS**

**SECTION VI - TECHNICAL SPECIFICATIONS**

Item No	Item	Technical Specifications	Remarks	Please Fill in
<b>Schedule I</b>				
1	Electronic Balance	General purpose table top laboratory balance, Stainless Steel, 220-230 V, stainless steel platform, keypad auto calibration function, auto off, , battery life of at least three months after installation, overload and under load, low battery LCD/LED indicator. <u>Range:</u> Wide range: 0.001 – 120 gms, (three digit decimal), Resolution: 0.001 gms, Accuracy 0.001 gm, Repeatability (SD): 0.01 gm., pan diameter 80 mm., weighing pan enclosed in glass shield ,with full range tare, AC adapter.	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. Voltage regulator of appropriate rating to be included to cope with 160 – 260 V	Yes/No
2	Analytical Balance	Weighing Capacity range: 1gm.- 1 kg, Readability 0.1gm, Pan size 6” (approx.) dual pans of Stainless Steel, mechanical, table top. Standard weights should be supplied along with the Analytical balance	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines.	Yes/No
3	Shaker	For culture processing, Maximum load: 15kg; stainless steel and anodized aluminium parts; baked polyester finish; digital speed control; 20-240 rpm, adjustable strokes, for use at 240volts AC, 50HZ Dimensions: 120cms (L)x 60cms (W)x 20cms (H), accommodates containers of any size.	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. Voltage regulator of appropriate rating to be included to cope with 160-260 V.	Yes/No
4	Bottle Washing Machine	Electrically operated, with a quick release chuck taking a wide variety of interchangeable nylon brushes for cleaning syringes, test tube, McCartney bottles, and round bottles up to 250ml. Mounted on a cast aluminium base with a perspex anti-splash shield, a white enamelled tray and incorporating a 1/16hp motor for 250V/50Hz single phase supplies. Dimensions: (approx) 62.5x27cmsx25cms.; Approx.wt.:50-60 kgs., Accessories: Brushes, nylon, for round bottles capacity 30,120,250ml; brushes, nylon, for McCartney bottles-diameter 25mm.	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. Voltage regulator of appropriate rating to be included to cope with 160-260 V.	Yes/No
5	Pipetting Device	pipette pump; automatic; to be used with glass or plastic pipettes ranging in size from 1-100ml ; rechargeable battery powered pipette pump incorporating a dual hydrophilic hydrophobic 0.8um filter to prevent cross contamination; runs for 2 hrs; 240 volts AC, 50HZ.	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines.	Yes/No
6	Filter Holders— 1. Filter Holder 2. Syringe Filter Holder	A membrane filter holder. Two capacity holder (1) Filter holder Inlet/Outlet Housing and Support Screen: Celcon (acetal copolymer) Seal Washer: PTFE; Effective Filtration Area 0.8 sq cm<2>Dimensions Overall Length: 3.5 cm (1.4 in.)Diameter: 1.6 cm (0.6 in.) Filter Size: Accepts 13 mm filter; Inlet/Outlet Connections: Female threaded luer inlet, male slip luer outlet; Maximum Operating Pressure: 2.8 bar (280 kPa,	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines.	Yes/No

		40 psi); autoclavable at 121 - 123 °C (250 - 253 °F) at 1.0 bar (100 kPa, 15 psi) for 15 min ; (2) higher capacity Syringe filter holder: 25mm Overall Length: 2.7 cm (1.1 in.) Diameter: 3.5 cm (1.4 in.) Accepts 25 mm filter and 20 mm prefilter; Body: Delrin (acetal resin) O-ring: Effective Filtration Area 3.7 cm <sup>2</sup> ; autoclavable at 121 - 123 °C (250 - 253 °F) at 1.0 bar (100 kPa, 15 psi) for 15 - 20 min. Essential Accessories : 0.22um PVDF low protein binding membranes 13mm filter (pack of 100) & 25mm filter discs (pack of 100).		
7	pH meter (digital)	pH range 0-14 with digital display and stand by and calibration mode; hand held , pocket-size with shielded electrode bulb and waterproof housing. 4x 1.4V button cells give 350hrs continuous operation; size 148x28x15mm, 85g (Approx) Resolution: 0.01 MV range: ± 1999 Accuracy: ± 0.01 No. of Digits: Three	Voltage regulator of appropriate rating to be included for each incubator to cope with 160 – 260 V.	Yes/No
8	Hot Air Oven	Thermostatically controlled, temperature range ambient to 250 <sup>o</sup> c with fine and coarse adjustment, Memmert type, with fan, digital display, approx. overall size 81 cm (H) x 58 cm (L) x 71 cm (W), internal size 46 cm (H) x 40 cm (W) x 35 cm (D) stainless steel (SS) interiors with supports on three sides for adjustable shelves of size 38 cm x 34 cm, number of shelves: 3, Fan convection to ensure uniform temperature, fitted with load indicator and safety thermostat take over indicator lamp. Temperature variation ±1°C, LCD/LED indicator.	The apparatus should confirm to IS :6365-1971 (Reaffirmed 2006) with latest amendments in Indian Standard Specification for Laboratory Electric Ovens or equivalent National or International Standards covering Markings, tests and Safety requirements Voltage Regulator of appropriate rating to be included to cope with 160-260 V.	Yes/No
9	Vortex Mixer	Adjustable speed: 100 to 3,000 rpm, continuous and intermittent “touch-control” modes, 220-230 Volts , AC, 50HZ; Cup heads size: 25 mm dia. x 22 mm deep for mixing contents in McCartney bottles., Heavy cast-metal base and suction cup to assure stability, prevent “walking”.	Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. Voltage regulator of appropriate rating to be included to cope with 160-260 V	Yes/No
10.	Inspissator	A shallow polish stainless tray rested inside a tank containing water. The whole undersurface of the tray is in contact with water at a constant temperature which ensures that the temperature of the McCartney bottles with media is also constant. The surface of the tray is a series of sloping steps (at 9 degree angle above the horizontal) and will hold 162 universal containers. A blanket is placed over the containers to exclude draughts and a quilted cover provides thermal insulation: both blanket and quilt are made from insect-resistant materials. The temperature of the water under the tray is controlled by a digital immersion thermostat. Accuracy and reproducibility of set temperature are ensured with the digital display of actual and, at the touch of a button, set temperature. The control unit is mounted on a bridge plate over one end of the bath, from which heater, stirrer and temperature sensors project down into the bath. All moving parts are	Voltage regulators of appropriate rating to be included for each item to cope with 160-260 V.	Yes/No

		incorporated in the control unit which removable for servicing. The tray and tank are made of polished stainless steel and are fitted in an outer case of laminated wood. A constant level device is fitted is fitted to maintain the water level despite evaporation losses. Specifications: Std temperature: 85c; Operating temp. range: ambient +5 to 90C.; temperature display: LED; Display resolution: 0.1c; Uniformity: tray surface + or - 0.7c; Heater power: (approx)1.4Kw, 230V; Tank capacity: (approx) 45 lit; Heat up rate 20 to 85 c; 3.5 hours; working area: 1eng/width: (approx) 820/594mm; overall dimensions: (approx) 1/w/h: 1040/600/380mm; Over temperature protection: Fixed cut-out; Electrical power: 220-240V 50/60 Hz, 1.5kW (approx) , Approx.weight: 25-35 kgs.		
Sl. No	Item	Technical Specifications	Remarks	Please Fill in
11	Centrifuge	<p>Table Top, AC, 50HZ, with swing out rotor, adapters 4 Nos , to hold universal containers; and hermetically sealed caps 4 Nos, with windshield, and ‘o’ ring for full aerosol containment, safety interlocked lid, bio-safety features incorporated.</p> <p><u>Max. Speed:</u> 6,000rpm  <u>Max. RCF:</u> 6,240 x g  <u>Max. Capacity:</u> 4 x 400 ml  <u>Run Time:</u> 1– 99 mins, Continuous operation  <u>Voltage:</u> 230 V, 50 Hz,  <u>Programme Memory:</u> Values last entered remain in memory. Data saved if power is interrupted, 1.0 non-refrigerated, maximum capacity 4 x 400 ml to hold McCartney bottles (universal containers).</p> <p><b>Other Technical details</b>  SWING-OUT ROTOR: 1 No.  Max. Speed: 4,000rpm  Max. RCF: 3,345 x g  Max. Capacity: 4 x 400 ml  Round Bucket 400ml for adapter inclusive of Polypropylene bottle 4 Nos. Sealing cap for round bucket: 4 Nos  Each 400ml adapter should hold at least 4 McCartney bottles (universal containers) of size length 82 mm, diameter of the bottom 28.2 mm, volume 28 ml.  Adaptor: 4 x50 ml: 4 Nos</p>	<p>Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. Voltage regulator of appropriate rating to be included to cope with 160-260 V.</p> <p><u>Note:-</u> Centrifuge should be hermetically sealed, so as to prevent release of aerosols into the air thus preventing health hazards.  Clarification:-  The first Max speed and Max RCF are for the main Centrifuge and the second Max speed and Max RCF are for SWING-OUT ROTOR</p>	Yes/No

**Schedule II**

Sl. No	Item	Technical Specifications	Remarks	Please Fill in
1	Universal Containers (McCartney Bottles)	28ml, wide neck, with aluminium screw cap and liners pack of 20 bottles. Weight of each bottle in gms (without screw cap and Neoprene washer)= $50 \pm 1$ , Length of bottle in mm = 82 Maximum external circumference of bottle in mm = 92 Type of bottle (thickness and surface: bottom and side of each bottle) = Even thickness without air bubbles in the glass, clear glass Diameter of the bottom of bottle in mm to fit within centrifuge bucket of inner diameter of 30 mm = 28.2 Capacity of each bottle in ml (volume) = 28 Bottle should be autoclavable, should not become opaque on autoclaving. Screw cap for the bottle: Weight in Gms without washer = $1.6 \pm 0.1$ gms screw cap: made of aluminum to fit tightly all bottles (leak proof) screw cap: Inner diameter of screw cap without Neoprene washer in mm = 2.7 Neoprene (soft) washers thickness in mm = 2.5 Neoprene washer diameter in mm = 2.7 Neoprene washers should withstand repeated autoclave.	Fisher make or equivalent. The bidder must specify the make of the Containers it intends to supply".	Yes/No
2	2)Spare Caps for universal Containers	Spare caps with liners for Universal containers 28ML, wide neck, pack of 100 Nos.		Yes/No

## **SECTION VI : QUALIFICATION CRITERIA**

(Referred to in Clause 13.3(b) of ITB)

### **Qualification requirements for Bidders are:**

The Bidder should submit documentary evidence on its qualifications to perform the Contract if its bid is accepted as detailed below:

#### **A) Manufacturer Bidders**

##### **(a) Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The bidders who are also the manufacturers, should have generated annual sales turnover of minimum of Two (2) times the quoted value of the Goods during any one of the last five years to qualify for one schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. Of the total revenue generated the minimum share of at least 20% to be derived from Non-IDA financed contracts

##### **(b) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The bidder should have successfully completed or substantially completed within the period of last five years at least one Contract of similar products i.e. Laboratory equipments / items of to the extent of at least 100 % of the quantity indicated against each schedule under “Section – VI, Schedule of Requirements” in any one of the last five calendar years. They should not be any adverse report regarding supplies for at least five years on the date of bid opening.
- (ii) Actual annual production Capacity certified by a Chartered accountant.
- (iii) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section XI
- (iv) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above.
- (v) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- (vi) Further, bidder should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the ‘Schedule of requirement’ during the last 3 (Three) years prior to bid opening
- (vii) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (viii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- (ix) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

## **B) Non- Manufacturer Bidders**

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and:

- a) the manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section XII] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- b) the bidder, as authorized by the manufacturer, has supplied and provided after sales service to the extent of at least 10 % of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years, which must be in satisfactory operation.
- c) The bidder should have generated annual sales turnover of minimum of equivalent to the quoted value of the Goods against the schedule quoted during any one of the the last five years to qualify for that schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. Of the total revenue generated the minimum share of at least 20% to be derived from Non-IDA financed contracts. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc

### **For Both (A) and (B)**

The documentary evidence to establish the following shall be submitted along with the bid:

- (i) The eligibility requirement as per ITB (2) and (3)
- (ii) is incorporated in Country of manufacturer of the goods;
- (iii) The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid
- (iv) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
- (v) The firm employs a government servant, who has not been dismissed or removed on account of corruption.
- (vi) Details of Persons that UNOPS may contact for requests for clarification during bid evaluation:
  - i. Name:
  - ii. Tel number (direct):
  - iii. Email address

- (vii) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Banks from outside India the details of the correspondent Bank in India.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

**NOTE- The bidders are advised to complete the Checklist given in Annexure I and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.**

**SECTION VII: BID FORM AND PRICE SCHEDULE**

**SECTION VII: BID FORM**

Date :.....  
Credit/Loan No :.....  
IFB No :.....

TO: Director, India procurement office  
United Nations Office for Project Services

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....  
(Description of Goods and Services) in conformity with the said bidding documents for the sum of .....  
(Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

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

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

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount	Rupees	
Name and address of agent		Purpose of Commission or gratuity

(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this ..... day of ..... 19 .....

\_\_\_\_\_  
(signature) \_\_\_\_\_ (in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE**

1	2	3	4						6	7
Schedule No.	Item Description	Country of origin	Quantity & Unit	Price for each unit					Unit price	Total price
				Ex-factory Ex- warehouse Ex- showroom Off-the-shelf	Excise duty, if any	Packing & forwarding	Inland transportation, insurance and other local costs incidental to delivery	Incidental services as listed in Clause 8 of SCC	-	-
				(a)	(b)	(c)	(d)	(e)	a+b+c+d+ e	4 x 6
							Total bid price in Rs.			
							In words			

Note: (a) In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of Bidder

Name

Business address

Place:

Date:

NOTE-Prices of all the items of a particular Schedule for which bid is being submitted may be quoted. However, for purpose of Bid Evaluation, total Bid Price of that Schedule shall only be considered”.

**SECTION VIII: BID SECURITY FORM**

**SECTION VIII: BID SECURITY FORM**

Whereas .....<sup>1</sup> (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (name of country), having our registered office at ..... (*address of bank*) (hereinafter called "the Bank"), are bound unto ..... (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

<sup>1</sup> \_\_\_\_\_  
*Name of Bidder*

**SECTION IX: CONTRACT FORM**

**SECTION IX: CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

7. This Contract is made on and is effective on signature by both parties. Notwithstanding the foregoing, the Supplier shall not incur any expenditure whatsoever and the Purchaser/the Consignees/Government of India bears no liability whatsoever pertaining to the Supplier's obligation to provide Comprehensive Maintenance (CMC) as per GCC/SCC 13 after the warranty period is expired until Purchaser/Consignee/Government of India issues a written Notice of Mobilization to the Supplier to this effect. In particular, Purchaser/the Consignees/Government of India bears no responsibility or liability whatsoever for the CMC Price mentioned under para B) above, the below tabulated brief particulars of the goods and services, and the Supplier agrees that no expense incurred in relation to the CMC before receipt of the Notice of Mobilization, will be paid by Purchaser/the Consignees/Government of India, and that any such expense is therefore on the Supplier's own account and at its own risk. If Purchaser/the Consignees/Government of India does not issue a Notice of Mobilization within ninety days prior to the expiration of the warranty period mentioned in GCC/SCC 15, this Contract will terminate upon expiration of the warranty period mentioned in GCC/SCC 15 and in such an event, neither party shall have any claim against the other with respect hereto.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS
---------	---------------------------------------	-------------------------	------------	-------------	----------------

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**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.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

**SECTION X: PERFORMANCE SECURITY FORM**

**SECTION X. PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** \_\_\_\_\_ (Name of Supplier)  
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No.....  
dated,..... 20... to supply.....(Description of Goods and Services)  
hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20....

Address:.....

.....  
.....

**SECTION XI: PERFORMANCE STATEMENT**

**PERFORMA FOR PERFORMANCE STATEMENT  
( For a period of last five years)**

**[Please see Clause 13.3 (b) (ii) of ITB]**

Bid no: \_\_\_\_\_ Date of Opening \_\_\_\_\_

Time \_\_\_\_\_ hrs

Name of the Firm \_\_\_\_\_

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Has the equipment been satisfactorily functioning (Attach a certificate from Purchaser/Consignee)	Any adverse action taken by the previous supplier
				As per Contract	Actual			

Signature and seal of the Bidder \_\_\_\_\_

Countersigned by and seal of Chartered Accountant -----

*Note:*

- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- b. However in case of supplies to private sector units, an Affidavit confirming that the performance statement is correct along with
  - .i. Copy of Purchase Orders
  - ii. Copy of Invoices
  - iii. Proof of Payment received from Purchasers”.
  - iv. Documentary evidence (Client’s certificate) in support of satisfactory completion of orders and satisfactory functioning of equipment

**SECTION XII**

(Please see Clause 13.3(a) of Instructions to Bidders)

**MANUFACTURERS' AUTHORIZATION FORM\***

No. \_\_\_\_\_ dated

To

Dear Sir:

IFB No.

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ *(name and description of goods offered)* having factories at \_\_\_\_\_ *(address of factory)* do hereby authorize M/s \_\_\_\_\_ *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

\* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**SECTION XIII**

**SAMPLE FORM**

**BANK GUARANTEE FOR ADVANCE PAYMENT**

Deleted

## SECTION XIV

### **Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement.**

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA<sup>2</sup>.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding. Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

#### **Notes:**

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1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>. + let's add the UN suspended vendors
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

**SECTION XV**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER**

BID NO. .... DATE OF OPENING : .....

NAME OF THE BIDDER : .....

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 8.1 Normal
  - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labour employed.
  - 10.3 Unskilled labour employed.
  - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....  
Signature and seal of the Manufacturer

**Section XVI/ 1-  
Supplier Information**

**1. A. Contact Details:**

Company Name :		Parent Company name (If applicable)		Web Site URL (If applicable)	
Main Street Address			SECOND Street Address (Please provide purpose of second address)		
City	State/Province/Country	Postal Code	City	State/Province/Country	Postal Code
Country			Country		
Contact Person		Phone		Alternate Contact Person	
Name :				Phone	
Title :		Fax		Name :	
Email Address				Title :	
				Email Address	

**B. Banking Information:**

Name of Banking Institute		Beneficiary Name of Account (Name as it appears on account)			
Street Address		Branch Name		Phone	
City	State/Province/Country	Postal Code (Zip)		Country	
<b>Bank transwire code information</b>					
Bank Account Number (max. 17 digits)			Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other		
ABA No. 9 digits (for US banks only)			SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks)		
Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.)			Branch ID (if applicable)		
IBAN (Required for European banks)			Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)		
			Currency of Payment <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)		

<b>Bank transwire code information for Intermediary Bank*, if applicable</b>	
Name of Intermediary Bank	Address of Intermediary Bank
ABA No. 9 digits (for US banks only)	SWIFT /BIC Code
Bank Account No. (of the beneficiary bank with the intermediary bank)	

\* If more than one **Intermediary Bank**, please complete the bottom part twice

**2. Expertise of Organization:**

- Organization structure (e.g. service provider, wholesaler, trader, manufacturer)
- Years of company experience
- Areas of expertise of organization
- Current Licenses if any, and Permits (with dates, numbers and expiration dates)
- Health Authority Registration Information
- Production Capacity

**3. Quality Assurance Certification:**

- International Quality Management System (QMS)
- List of other ISO certificates or equivalent certificates
- Presence and characteristics of in-house quality control laboratory

**4. Expertise of Staff:**

- Total number of staff
- Number of staff involved in similar supply contracts

**5. Financial data of the organization:**

- Audited Financial Statement for last three years
- Bank Name and Address

**6. Client Reference List:**

- Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			
4.			

**Section XVI/2**

**PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER AND ITS BANK**

1. Name & full address of the Manufacturer:
2. (a) Telephone & Fax No Office/Factory/Works  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Name & full address of the Bidder
5. (a) Telephone & Fax No Office/Factory/Works  
(b) Telex No. Office/Factory/Works  
(c) Telegraphic address :
6. Details of Persons that UNOPS may contact for requests for clarification during bid evaluation:
  - (i) Name:
  - (ii) Tel number (direct):
  - (iii) Email address
7. Bank details from where the Bank Guarantee has been issued:
  - (i) Name and address of the Bank:
  - (ii) For a foreign bank, name of correspondent Bank in India:
  - (iii) Phone number
  - (iv) Fax Number
  - (v) Email address

.....  
Signature and seal of the Bidder

**Section XVII/1**

**CONSIGNEE RECEIPT CERTIFICATE**  
(To be given by consignee's authorized representative)

The following stores have been received:-

1. Name of the item supplied
2. Contract Number
3. Name of the Supplier/Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Invoice No. & Date :
7. Name and Address of the Consignee :
8. Date of receipt by the Consignee :
9. Signature of authorized representative of Consignees with date :  
(Name of Designation of the signatory also to be specified)
10. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in order.

Signature of the authorized representative of the consignee:

Name & Designation

**Section XVII**

**CONSIGNEE ACCEPTANCE CERTIFICATE**  
(To be given by consignee's authorized representative)

The following stores have been received in good condition:-

1. Name of the item supplied
2. Contract No.
3. Name of the Supplier/Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Invoice No. & Date :
7. Name and Address of the Consignee :
8. Date of receipt by the Consignee:
9. Date of Satisfactory Installation
9. No. of Units accepted:
10. No. of Units not accepted with reasons:
11. Signature of authorized representative of Consignees with date :  
(Name of Designation of the signatory also to be specified)
13. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been verified/ Satisfactory installed and accepted.

Signature of the authorized representative of the consignee:

Name & Designation

## Checklist

SL No	Activity	Yes/No/NA	Page No. in the Bid submitted	Remark
1	(a)	Have you enclosed Bid Security for required amount as per clause 15 of the ITB ?		
	(b)	Have you submitted Bid Security in the form of Bank Guarantee and as per the form provided in Section VIII?		
	(c)	If yes, have you given the validity of Bank Guarantee as per clause 15.3 (e) of ITB		
	(d)	Have you mentioned the beneficiary of Bank Guarantee as UNOPS (do not mention additional wordings)		
	(e)	If you have submitted Bid Security in the form of irrevocable certified cheque or Demand draft in favour of UNOPS New Delhi , is it valid up to <b>minimum 28 days beyond the bids validity?</b>		
	(f)	Have you given the Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. Also		
2	(a)	Have you enclosed Bid Form ( Section VII) duly signed?		
	(b)	Have you enclosed Power of Attorney in favour of the signatory?		
3.	Have you submitted the certificate of incorporation of Manufacturer?			
4.	Have you enclosed documents establishing eligibility for the goods as per ITB (2) and (3)?			
5	(a)	Have you enclosed clause-by-clause commentary on the compliance of goods to purchaser's Technical specifications?		
	(b)	Have you enclosed a statement of deviations and exceptions on above?		
6.	Have you submitted testing protocols?			
7.	Have you submitted, the legal status, place of registration and principal place of business of the company or firm or partnership, etc.			
8.	If applicable, have you submitted document to establish that your product is registered any regulatory Authority.			
9.	Have you submitted details of experience ad satisfactory past performance as asked for in Section VI( Qualification Criteria, as per the Performa for performance statement in Sec. XI of Bidding Document			
10.	Have you disclosed instance of previous past			

		performance that may have resulted into adverse actions taken against the bidder during the last five years as required under section VI?			
11		Have you submitted the certificate shoeing your Turn Over certified by CA as required under section VI			
12		Have you submitted a certificate regarding actual Annual production capacity duly certified by chartered accountant as required under section VI?			
13		Have you submitted document showing that you are in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 3 (Three) years prior to bid opening			
14		Have you submitted copies of audited financial statement for the last three years, with accompanying audit report as required under section VI?			
15		Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
16		Have you submitted a write-up on your production capabilities?			
	(a)	Have you indicated price(s) in the price schedule indicating the break up of cost?			
	(b)	Have you indicated price(s) for related services in the price schedule for related services indicating the break up of cost?			
17		If a joint venture company have you submitted Legally valid joint venture Agreement			
18.		If you are a non-manufacturer bidder, have you submitted documents with respect to your manufacturer that he qualifies for all the requirement under manufacturer bidder as required in Section VI?			
19		Have you submitted no deviation statement on commercial conditions?			
20	(a)	Have you confirmed that you agree with all terms and condition of the bid document?			
	(b)	If no, have you indicated deviations?			
21.		Have you kept validity of the offer as per clause 16.1 of the ITB?			
22.		Have you confirmed payment terms?			
23		Have you confirmed delivery period, as per bid document?			
24.		Have you submitted offer as per bid document?			
26.		Have you complied with the warranty declaration without any variation as per GCC and SCC?			
27.		Have you quoted for the full quantity of Goods mentioned in the schedule/s offered.			
29		Have agreed in all respect to clauses concerning:			

	a. Performance security			
	b. Force majeure			
	c. Governing law			
	d. Taxes & Duties			
	e. Inspection & Tests			
30.	Did you complete the comparative data table of the Technical Specifications			
31w.	Have you given the details of Persons* that UNOPS may be contacted for requests for clarification during bid evaluation			

**\* The above persons must be available to answer eventual UNOPS queries during the 2 weeks following bid receipt date**