

Procurement of Medical Equipments Under Closed Framework Agreement (Single Stage)

IFP No: UPHSSP/EQUIP/2015-16/10

**Uttar Pradesh Health Systems Strengthening Project [UPHSSP],
Training Block-2, SIHFW Campus, C-Block,
Indira Nagar, Lucknow**

Country: India

Project: Uttar Pradesh Health Systems Strengthening Project [UPHSSP]

INVITATION FOR PROPOSALS (IFP) FOR SUPPLY OF MEDICAL EQUIPMENTS
UNDER FRAMEWORK AGREEMENT

IFP REFERENCE : UPHSSP/EQUIP/2015-16/10

DATE OF COMMENCEMENT OF
SALE OF DOCUMENT FOR SETTING-UP : 2nd February 2016
FRAMEWORK AGREEMENT

DATE OF PRE-PROPOSAL MEETING 8th February 2016 at 11:00 AM

LAST DATE FOR SALE OF
DOCUMENT FOR SETTING-UP : 2nd March 2016
FRAMEWORK AGREEMENT

LAST DATE AND TIME FOR : 3rd March 2016 at 1:00 PM
RECEIPT OF PROPOSAL

TIME AND DATE OF OPENING :
OF PROPOSALS : 3rd March 2016 at 2:00 PM

PLACE OF OPENING OF PROPOSALS : Uttar Pradesh Health Systems Strengthening
Project, Training Block 2, SIHFW Campus,
C Block, Indira Nagar, Lucknow (India)

ADDRESS FOR COMMUNICATION : Uttar Pradesh Health Systems Strengthening
Project, Training Block 2, SIHFW Campus,
C Block, Indira Nagar, Lucknow (India)

INVITATION FOR PROPOSALS

Invitation for Proposals (IFP)

India

Uttar Pradesh Health Systems Strengthening Project

Project ID: P100304

IFP title: Closed Framework Agreement for Medical Equipment

IFP number: UPHSSP/EQUIP/2015-16/10

1. The Government of India [GOI] has received a credit from the *International Development Association* toward the cost of *Uttar Pradesh Health Systems Strengthening Project [UPHSSP]* and intends to apply part of the proceeds of this *credit* to payments for the Purchase Orders to be issued under the Framework Agreements to be set up through this IFP.
2. The *Project Director, Uttar Pradesh Health Systems Strengthening Project [UPHSSP]* now invites sealed Proposals from eligible manufacturers and suppliers for setting up the Framework Agreements (FA) for supply of Medical Equipments. The manufacturers and suppliers may submit Proposal for one or more items. However, evaluation and award of Framework Agreements will be done individually for each item. **Prices of items are also to be submitted at this stage.**
3. Framework Agreements will be signed with all the manufacturers/suppliers that submit the Proposals, meet the evaluation and qualification criteria specified in the document for setting up framework agreement and offer the lowest evaluated price for an item. Purchase Orders will be placed to the manufacturers/suppliers who have signed the framework agreements with *UPHSSP*. The framework agreements will impose no obligation on the *Project Director, Uttar Pradesh Health Systems Strengthening Project* to purchase the estimated or any quantity from the Proposers who sign the framework agreements.
4. The Framework Agreement shall be valid for a period of 1 year from the date of signing of the Agreement. The validity may be extended for a further period (maximum 2 years) in accordance with the terms of the framework agreement.
5. Competition will be conducted through the Framework Agreement Procedures and is open to all Proposers from eligible source countries as defined in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*.
6. Interested eligible Proposers may obtain further information from *The Project Director, Uttar Pradesh Health Systems Strengthening Project, Training Block-2, SIHFW Campus, C Block, Indira Nagar, Lucknow 226016, India* and inspect the documents for setting up framework agreement at the address given below from [1030 to 1630 hrs.]. A pre-proposal meeting will be held on 08.02.2016 at 1100 Hrs at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting:

7. A complete set of documents for setting up framework agreement in English may be purchased by interested Proposers on the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs.1,000/- between 1100 hrs to 1600 hrs. The method of payment will be a bank draft or certified banker's cheque made out in favour of the purchaser. The document will be sent by courier or speed post.

Documents for setting up framework agreement may also be viewed and downloaded from the website uphssp.org / upheath.up.nic.in free of cost. In such cases the Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals. **In case, of downloaded document, the proposer shall submit a separate Demand Draft for Rs. 1000/- in favor of 'Project Director, Uttar Pradesh Health Systems Strengthening Project, payable at Lucknow, India' towards the cost of document along with their proposal.**

8. Proposals must be delivered to the address below at or before **03.03.2016, 1300 Hrs. Electronic submission will not be permitted.** All Proposals must be accompanied by a proposal or bid security as specified in the documents for setting up framework agreement. **Late Proposals will be rejected.** Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below.
9. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of Proposals and opening will be the following day at the appointed times.

Project Director
Uttar Pradesh Health Systems Strengthening Project
Training Block-2, SIHFW Campus
Lucknow, Uttar Pradesh, India 226 016
Telephone number: 91 0522 2354318,
Facsimile: 91 0522 2340538

SECTION I. INSTRUCTIONS TO PROPOSERS

Instructions to Proposers (ITP)

A. INTRODUCTION

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| 1. Scope of Proposals | <p>1.1 Project Director, Uttar Pradesh Health Systems Strengthening Project, Lucknow, Uttar Pradesh, India (hereinafter called the Purchaser), invites Proposals for setting up framework agreement for the supply of Goods / Medical Equipments (as described in the Schedule of Requirements).</p> <p>1.2 Throughout these documents, the terms "writing" means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and "day" means calendar day. Singular also means plural.</p> |
| 2. Source of Funds | <p>2.1 The Government of India (hereinafter called the Borrower) has received a credit (Credit number 5033-IN, called a "loan" in these Documents) from the International Development Association (called "the Bank" in these Documents) equivalent to US\$ 152 Million U.S. dollars toward the cost of the Uttar Pradesh Health Systems Strengthening Project. The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Purchase Orders under Framework Agreements for which these documents are issued.</p> <p>2.2 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 Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the 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 Loan Agreement or have any claim to the loan proceeds.</p> |
| 3. Fraud and Corruption | <p>3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), proposer, bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> |

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- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 6 of the Framework Agreement.
 - (b) will reject a Proposal for award if it determines that the proposer or bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- (d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;
- 3.2 Furthermore, Proposers shall be aware of the provision stated in Clause 25(c) of the Framework Agreement.
- 3.3 In pursuance of the policy defined in ITP Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan 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.

4. Eligibility

- 4.1 Except as provided in ITP Sub-Clauses 4.2 and 4.3, this Competition process is open to all firms from eligible source countries, as defined in World Bank's "Guidelines: Procurement of goods, works and non-consulting services under IBRD loans and IDA credits & grants by World Bank borrowers" dated January 2011 (called "Procurement Guidelines" in this document).

The Bank maintains a list of countries from which Bidders, Proposers, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center (PIC) of the World Bank. Joint ventures including members from ineligible source countries or including ineligible firms shall not be permitted to bid.

- 4.2 Firms of a member country may be excluded from bidding if:
 - (a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
 - (b) a firm (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm)

has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) End Implementing Agency that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.

- (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower or Purchaser under a Bank-financed project shall be permitted to bid or submit a Proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible by the Bank in accordance with ITP Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.

4.4 Pursuant to ITP Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the Proposer's eligibility to participate in Bank financed procurement process.

4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries as defined in the *Procurement Guidelines*. The Bank maintains a list of countries from which Proposers, Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the World Bank. Goods are produced in a Bank member country when they are mined, grown, or manufactured in the territory of that country. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITP Sub-Clause 4.2 (a) (i) or (ii).

5.2 For purposes of this clause, the nationality of the bidder or Proposer is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Proposals and (b)

the term "Services" includes related services such as transportation, insurance, commissioning, and training.

- 6. Documents Establishing Eligibility of Goods and Services and Conformity to Documents for setting up Framework Agreement**
- 6.1 Pursuant to ITP Clause 14, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the eligibility of the Goods and services to be supplied under the Framework Agreement.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Proposal of the country of origin of the Goods and Services offered.
- 6.3 The documentary evidence of conformity of the goods and services to the document for setting up framework agreement 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) 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;
- 6.4 Wherever applicable, the Goods to be supplied under the Framework Agreement shall be registered (if applicable) with the relevant authority in India. A Proposer who has already registered its Goods by the time of submission of Proposal should submit a copy of the Registration Certificate with its Proposal. Otherwise, the successful Proposer, by the time of signing of Framework Agreement, shall submit to the Purchaser a copy of the Registration Certificate of the Goods for use in India.
- 6.5 For purposes of the commentary to be furnished pursuant to ITP Clause 6.3 (b) above, the Proposer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Proposer may substitute alternative standards, brand names, and/or catalog numbers in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 7. Documents Establishing**
- 7.1 The Proposer shall provide documentary evidence to establish to the Purchaser's satisfaction that:

Qualifications of the Proposer

- (a) the Proposer has the financial, technical, and production capability necessary to perform the Framework Agreement, meets the qualification criteria specified in the **Section II**, and has a successful performance history in accordance with criteria specified in the **Section II**.
- (b) in the case of a Proposer offering to supply Goods, that the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in India (as per Manufacturer's Authorization Form in Section VII);
- (c) in the case of a Proposer who is not doing business within India (or for other reasons will not itself carry out service/maintenance obligations), the Proposer is or will be (if awarded the Contract) represented by a local service/maintenance provider in India equipped and able to carry out the Proposer's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) the Proposer meets the qualification criteria listed in the **Section II**.

8. One Proposal per Proposer 8.1 A firm shall submit only one Proposal. A firm that submits individually more than one Proposal will cause all the Proposals with the firm's participation to be disqualified.

9. Cost of preparation and submission of Proposals 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process.

10. Content of Document for setting up Framework Agreement 10.1 The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12.

Section I.	Instructions to Proposers (ITP)
Section II.	Qualification Requirements
Section III	Eligible Countries
Section IV.	Form of Framework Agreement
Section V.	Form of Purchase Order
Section VI.	Technical Specifications
Section VII.	Sample Forms

10.2 The Invitation for Proposals does not form part of the Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.

11. Clarification of Document for setting up Framework Agreement

11.1 A prospective Proposer requiring any clarification of the Document for setting up Framework Agreement shall contact the Purchaser in writing at the Purchaser's address (Project Director, Uttar Pradesh Health Systems Strengthening, Training Block-2, SIHFV Campus, C Block, Indira Nagar, Lucknow, India). The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of Proposals. Copies of the Purchaser's response shall be sent to all prospective Proposers who have purchased the Document for setting up Framework Agreement, including a description of the inquiry but without identifying its source.

11.2 A pre-proposal meeting will be held on 08.02.2016, 1100 Hrs at the address given in sub-clause 11.1 above to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting.

12. Amendment of Document for setting up Framework Agreement

12.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the Document for setting up Framework Agreement by issuing Addenda.

12.2 Any addendum thus issued shall be part of the Document for setting up Framework Agreement pursuant to ITP Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Document for setting up Framework Agreement and will be binding on them. Proposers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Proposer in its Proposal. The addendum will also be uploaded on the website uphssp.org. Proposers would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated while preparing and submitting Proposals.

12.3 To give prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, the Purchaser shall extend, at its discretion, the deadline for submission of Proposals, in which case, the Purchaser will notify all Proposers by cable confirmed in writing of the extended

deadline.

13. Language of Proposal

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

14. Documents Constituting the Proposal

- 14.1 The Proposal submitted by the Proposer shall comprise the following:
- (a) duly filled-in Form of Proposal, in accordance with the forms indicated in Section VII;
 - (b) original form of proposal security in accordance with the provisions of ITP Sub-Clause 19 (Proposal Security);
 - (c) written power of attorney authorizing the signatory of the Proposal to commit the Proposer;
 - (d) the documentary evidence in accordance with ITP Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Proposer's eligibility to submit Proposal including but not limited to documentary evidence that the Proposer is legally incorporated in a territory of an eligible source country as defined under ITP Clause 4;
 - (e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6 that the Goods and ancillary services to be supplied by the Proposer are eligible Goods and Services, pursuant to ITP Clause 5, and that they conform to the Document for setting up Framework Agreement;
 - (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 7 that the Proposer is qualified to perform the Contract if its Proposal is accepted.; and
 - (h) The manufacturer's authorization form in Form 4 of Section VII.

15. Proposal Form

- 15.1 The Proposer shall complete the Proposal Form and other forms furnished in the Document for setting up Framework Agreement, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, etc.

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- 16. Period of Validity of Proposals**
- 16.1 Proposals shall remain valid for the period 150 days after the date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its proposal security for the period of the extension.
- 17. Proposal Security**
- 17.1 The Proposer shall furnish, as part of its Proposal, a proposal security in the amount stipulated in the Annexure A of **Section IV** in Indian Rupees.
- 17.2 The proposal security shall remain valid for a period of 45 days beyond the validity period for the Proposal.
- 17.3 The proposal security shall be denominated in Indian Rupees, and shall be, at the Proposer's option, in one of the following forms:
- (a) a demand draft drawn in favour of the Purchaser;
 - (b) a (bank) guarantee issued by a nationalized/scheduled bank in India selected by the Proposer or any reputable bank located in any eligible country. The format of the (bank) guarantee shall be in accordance with the form of proposal security included in Section VII or any other form acceptable to the Purchaser.
- 17.4 Any Proposal not accompanied by an acceptable proposal security shall be rejected by the Purchaser as non-responsive.
- 17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of proposal validity.
- 17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.
- 17.7 The proposal security may be forfeited
- (a) if the Proposer withdraws its Proposal, except as provided in

ITP Sub-Clauses 16.2 and 23.3; or

- (b) in the case of a successful Proposer, if the Proposer fails within the specified time limit to:
 - (i) sign the framework agreement, or
 - (ii) furnish the required performance security.

18. Alternative Proposals by Proposers

18.1 Alternative Proposals shall not be accepted.

19. Format and Signing of Proposal

19.1 The Proposer shall prepare one original and 2 copies/sets of the Proposal, clearly marking each one as "ORIGINAL PROPOSAL" and "COPY OF PROPOSAL," as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITP Sub-Clause 14.1 (d) shall accompany the Proposal.

21.3 Any interlineation, erasures, or overwriting to correct errors made by the Proposer should be initialed by the person or persons signing the Proposal.

21.4 The Proposer shall furnish in the Proposal Form (a sample of which is provided in the Sample Forms Section of this document) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to the execution of the Agreement/Purchase Order if the Proposer is awarded the Agreement/Purchase Order.

20. Sealing and Marking of Proposals

20.1 The Proposer shall enclose the original and 2 copies of the Proposal, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;
- (b) be addressed to the Purchaser at the address below:
Project Director, Uttar Pradesh Health Systems

Strengthening Project, Training Block-2, SIHFW Campus,
C Block, Indira Nagar, Lucknow, India 226016

- (c) bear the specific identification of this Competition process e.g. **Proposal for setting up Framework Agreement, IFP No. UPHSSP/EQUIP/2015-16/10** ; and
- (d) bear a statement "DO NOT OPEN BEFORE **03.03.2016, 1400 Hrs**".

20.3 If the outer envelope is not sealed and marked as required by ITP Sub-Clause 20.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.

21. Deadline for Submission of Proposals

21.1 Proposals must be received by the Purchaser at the address specified in ITP Sub-Clause 20.2 (b) no later than **03.03.2016, 1300 Hrs**. In the event of the specified date for the submission of Proposals being declared a holiday for the Purchaser, the Proposals will be received up to the appointed time on the next working day.

21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Late Proposals

22.1 Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the Purchaser in the ITP Clause 21 will be rejected and returned unopened to the Proposer.

23. Modification and Withdrawal of Proposals

23.1 The Proposer may modify or withdraw its Proposal after submission, provided that written notice of the modification, or withdrawal of the Proposals duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of Proposals. No Proposal can be modified subsequent to the deadline for submission of Proposals.

23.2 The Proposer's modification shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Proposer shall provide an original and the number of copies specified ITP Sub-Clause 20.1 of any modifications to its Proposal, clearly identified as such, in two inner envelopes duly marked "PROPOSAL MODIFICATION-ORIGINAL" and "PROPOSAL MODIFICATION-COPIES". The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "PROPOSAL MODIFICATION".

- (b) Other provisions concerning the marking and dispatch of Proposal modifications shall be in accordance with ITP Sub-Clauses 20.2 and 20.3.

23.3 A Proposer wishing to withdraw its Proposal shall notify the Purchaser in writing prior to the deadline prescribed for Proposal submission. A withdrawal notice shall be received prior to the deadline for submission of Proposals. The notice of withdrawal shall:

- (a) be addressed to the Purchaser at the address named in the **ITP Sub-Clause 20.2(b)**,
- (b) bear the specific identification of the IFP title and IFP number, and the words "PROPOSAL WITHDRAWAL NOTICE," and
- (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the Proposal.

23.4 Proposals requested to be withdrawn in accordance with ITP Sub-Clause 23.3, shall be returned unopened to the Proposers.

23.5 No Proposal may be withdrawn after the Proposal submission deadline. Withdrawal of a Proposal after proposal submission deadline may result in the forfeiture of the Proposer's proposal security, pursuant to ITP Sub-Clause 17.7.

24. Proposal Opening

24.1 The Purchaser will open all Proposals, including withdrawal notices and modifications, in public, in the presence of Proposer's representatives who choose to attend, at **1400 Hrs, on 03.03.2016**, and at the place specified in the ITP Sub-Clause **20.2(b)**. Proposer's representatives shall sign a register as proof of their attendance. In the event of the specified date of the proposal opening being declared a holiday for the Purchaser, the Proposals shall be opened at the appointed time and location on the next working day.

24.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at proposal opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding Proposal.

24.3 Proposals shall be opened one at a time, reading out: the name of the Proposer and whether there is a modification;; the presence or

absence of a proposal security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No Proposal shall be rejected at proposal opening except for late proposals pursuant to Sub-Clause 22.1.

24.4 Proposals (and modifications sent pursuant to ITP Sub-Clause 23.2) that are not opened and read out at proposal opening shall not be considered further for evaluation, irrespective of the circumstances.

24.5 The Purchaser will prepare minutes of the proposal opening at the end of the opening session, including, as a minimum: the name of the Proposer and whether there was a withdrawal or modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney.

The Proposer's representatives who are present shall be requested to sign the minutes. The omission of a Proposer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Proposers who request them.

25. Clarification of Proposals

25.1 During evaluation of the Proposals, the Purchaser may, at its discretion, ask the Proposer for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation, and comparison of Proposals, and recommendations for the award of a Contract shall not be disclosed to Proposers or any other persons not officially concerned with such process until the notification of Contract award is made to all Proposers.

26.2 Any effort by the Proposer to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison, or contract award decisions may result in the rejection of the Proposer's Proposal.

26.3 From the time of proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing.

27. Examination of Proposals and Determination of Responsiveness

27.1 The Purchaser will examine the Proposals 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 Proposals are generally in order.

- 27.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Proposer.
- 27.3 Prior to the detailed evaluation, pursuant to ITP Clause 28, the Purchaser will determine whether each Proposal is of acceptable quality, is complete, and is substantially responsive to the document for setting up framework agreement. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the document for setting up framework agreement without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the document for setting up framework agreement, the Purchaser's rights or the successful Proposer's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Proposers who have submitted substantially responsive Proposals.
- 27.4 If a Proposal is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity. The Purchaser's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.

28. Evaluation of Proposals

- 28.1 The Purchaser will determine to its satisfaction whether the Proposers that are selected as having submitted the responsive Proposals are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITP Sub-Clause 7.1 read with **Section II**.
- 28.2 The determination will evaluate the Proposer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate. The Purchase will also determine whether the products offered by the Proposer meet the technical specifications given in Section VI.
- 28.3 An affirmative postqualification determination will be a prerequisite for award of the framework agreement to the Proposer, who also quote lowest evaluated price. A negative

determination will result in rejection of the Proposer's Proposal. Arithmetical errors will be rectified as follows. 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 or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail

- 29. Award Criteria** 29.1 The Purchaser will award the Framework Agreements to the Proposers whose Proposals have been determined to be substantially responsive and who have quoted lowest evaluated price, provided further that the Proposers are determined to be qualified to perform the Contract satisfactorily, pursuant to ITP Clause 28.
- 30. Purchaser's Right to Accept Any Proposal and to Reject Any or All Proposals** 30.1 The Purchaser reserves the right to accept or reject any Proposal, or to annul the competition and reject all Proposals at any time prior to Framework Agreement award, without thereby incurring any liability to the affected Proposer or Proposers.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of proposal validity, the Purchaser will notify the successful Proposers in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letters, that their Proposals have been accepted.
- 31.2 The notification of award will constitute the formation of the framework agreement.
- 31.3 Upon the successful Proposers furnishing of the signed Framework Agreement and performance security pursuant to ITP Clause 33, the Purchaser will promptly notify each unsuccessful Proposer and will discharge its proposal security, pursuant to ITP Clause 17.
- 31.4 If, after notification of award, a Proposer wishes to ascertain the grounds on which its Proposal was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Proposer.
- 32. Signing of Framework Agreement** 32.1 Promptly after the Purchaser notifies the successful Proposers that their Proposals have been accepted, the Purchaser will send the Proposers the Form for setting up the framework agreements provided in the document for setting up framework agreement, incorporating all agreements between the parties.

-
- 32.2 Within seven (7) days of receipt of the Form for setting up the framework agreement, the successful Proposers shall sign and date the Form and return it to the Purchaser.
- 33. Performance Security**
- 33.1 Within seven (7) days of the receipt of notification of award from the Purchaser, the successful Proposers shall furnish the performance security in accordance with the Conditions of Framework Agreement, using the Performance Security Form provided in Section VII of the document for setting up framework agreement, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Proposer to comply with the requirement of ITP Clause 32 or ITP Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.
- 34. Award of Purchase Orders**
- 34.1 Project Director, UPHSSP through his / her authorized office representatives will issue the Purchase Orders directly to the Suppliers during the validity of Framework Agreement indicating details like quantity, delivery location, delivery schedule etc.
-
-

SECTION II. QUALIFICATION REQUIREMENTS (REF: ITP 7.1 (A))

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

- (i) that, in the case of a Proposer offering to supply Goods under the Contract which the Proposer manufactures or otherwise produces, that the Proposer:
- is incorporated in the country of manufacture of the Goods;
 - has manufactured and marketed the specific goods covered by this Document during the last three years (2012-13, 2013-14 and 2014-15). In support of this, data on past performance should be submitted as per Form 5 in Section VII;

The minimum quantity of goods manufactured and marketed in India during any one of the last 3 years (from 1st April 2012 till 31st March 2015) is as under:

SI No.	Item	Minimum requirement (in numbers)
1	Ventilator (Adult)	24
2	Multi Para Monitor (High end monitor)	53
3	ICU Bed	56
4	Electrolyte Analyser	20
5	Defibrillator	35
6	Multi-parameter monitor	39
7	O ₂ therapy device	71
8	Diathermy Machine (Electric Cautery)	10
9	Infusion pump	46
10	Cardiac Monitor	11
11	Binocular Microscope	23

- (c) provides the evidence that it has the financial, technical and production capability necessary to perform the contract and that it has generated an annual turnover of at least the value mentioned in the table below during any of the last three years (2012-13, 2013-14 and 2014-15):

SI No.	Item	Minimum required annual turnover for any of the last 3 years (Rs in lakhs)
1	Ventilator (Adult)	800
2	Multi Para Monitor (High end monitor)	528
3	ICU Bed	207
4	Electrolyte Analyser	204
5	Defibrillator	174
6	Multi-parameter monitor	130
7	O ₂ therapy device	118
8	Diathermy Machine (Electric Cautery)	102
9	Infusion pump	77
10	Cardiac Monitor	76
11	Binocular Microscope	38

- (ii) When offering their proposal for more than one item, the Proposer or the manufacturer whose product is offered by the Proposer must provide evidence that it meets or exceeds the sum of all the individual requirements for the items being applied for in regard to annual turnover, as mentioned above

In case the Proposer or the manufacturer whose product is offered by the Proposer fails to fully meet any of these criteria, it will be qualified only for those items for which the Proposer meets the above requirement.

- (iii) that, in the case of a Proposer offering to supply Goods under the Agreement that the Proposer does not manufacture or otherwise produce, the Proposer has been duly authorized by a manufacturer of the Goods that meets the above criteria, to supply the Goods in India, as per authorization Form 4 in Section VII; and
- (iv) the proposer should have at least one after sales service support centre /resident service executive at each region (North/East/West/South) in place during the last 3 years.
- (v) The Proposer shall also furnish the following documents along with his Proposal:
 - (a) copies of its audited financial statements for the past three financial years (2012-13, 2013-14 and 2014-15) certified by Statutory Auditor;
 - (b) list of major supply contracts conducted within the last five years (2010-11, 2011-12,2012-13, 2013-14 and 2014-15)as per Form 5 in Section VII.
 - (c) list of after sales service centres/resident service executive at each region (North/East/West/South) for the last 3 years (2012-13, 2013-14 and 2014-15).

**SECTION III. ELIGIBILITY FOR THE PROVISION OF GOODS,
WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT**

Public Information Center¹

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

As of 29 March 2012

1. In accordance with Para 1.8 of the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers of January 2011, the Bank permits firms and individuals from all countries to offer goods, work and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and Proposers, at the present time firms, goods and services from the following countries are excluded from this bidding¹:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines: None

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: None

¹ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

SECTION IV. FORM OF FRAMEWORK AGREEMENT

Form of Framework Agreement

THIS Agreement (öAgreementö) is entered into this *[insert starting date]*, by and between *Project Director, Uttar Pradesh Health Systems Strengthening Project through his/her authorized representative*, (öthe Purchaserö) having its principal place of business at , *Lucknow, India 226016*, and *[insert Supplier's name]* (öthe Supplierö) having its principal office located at *[insert Supplier's address]*.

This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supplier supply the Goods / Medical Equipments hereinafter referred to, and

WHEREAS, the Supplier is willing to supply these Goods / Medical Equipments,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Scope** The Purchaser has entered into Framework Agreements with the Supplier to award Purchase Order under the Framework Agreement. The Supplier shall supply the Goods specified in Annex A (öSchedule of Requirements,ö which is made an integral part of this Agreement) as and when the Project Director, Uttar Pradesh Health Systems Strengthening Project issue the Purchase Orders (in the format specified at Section V) specifying the details of Goods to be delivered along with the delivery schedule and consignee's address.
- 2. Term** This framework agreement shall be valid for a period of 1 year during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period (maximum duration of the agreement shall not be more than 3 years) as may be subsequently agreed by the parties in writing.
- 3. Country of Origin** All Goods and Services supplied under this Agreement shall have their origin in the countries and territories eligible under the rules of the World Bank (öthe Bankö).
- 4. Standards** The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin.
- 5. Use of Documents and Information** The Supplier shall not, without the Purchaser's prior written consent, disclose the Agreement, 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 the performance of the Agreement.
- 6. Inspection and Audit by the Bank** The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's Offices and/or the accounts and records of the Supplier and its sub-contractors, agents, personnel, consultants, service providers or suppliers relating to the performance of the Agreement, and to have such accounts and records audited by auditors appointed by the Bank if required by

the Bank. The Supplier's attention is drawn to Clause 7, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to Agreement termination (as well as to a determination of ineligibility under the Procurement Guidelines).

7. Fraud and Corruption

The Bank requires that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 6 above.
- (b) will reject a Proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract

in question;

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;

8. Conflict of Interest

The Supplier declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Supplier) has not been engaged by (i) the Borrower or (ii) the Purchaser (that has been duly authorized to act on behalf of 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 described in this framework agreement.

9. Registration of Goods

If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.

10. Patent Rights

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.

11. Performance Security

Within five (5) days of receipt of the notification of the Agreement award, the successful Proposer shall furnish to the Purchaser the performance security in the amount specified in the Annex A to this Agreement. The performance security shall be denominated in Indian Rupees, and shall be in the form of either an unconditional bank guarantee or irrevocable letter of credit issued by a nationalized/scheduled bank located in India or bank located abroad, acceptable to the Purchaser, in the format provided in the Documents for setting up framework agreement; or demand draft or a pay-order drawn in favor of the Purchaser. The performance security will be returned to the Supplier not later than thirty (30) days following the date of expiry of the Agreement and Purchase Orders issued under the Agreement, including any warranty obligations.

12. Inspections and Tests

Pre dispatch inspection (to check compliance to technical specifications defined in FA) may be carried out by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of

satisfactory inspection report and communication to this effect by the Third Party Inspection Agency.

- 13. Packing** 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 Purchase Order.
- 14. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Purchase Orders. The shipping and/or other documents to be furnished by the Supplier are (a) two originals and two copies of the Supplier's invoice, showing Purchaser, the Agreement number, Purchase Order number; Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Purchase Order; (c) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; and (d) copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).
- 15. Insurance** The Goods supplied under the Purchase Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 16. Transportation** The price indicated in Purchase Orders shall include the cost of transportation, including insurance, to the consignees indicated in the Purchase Order.
- 17. Incidental Services** Following incidental services are required, the price of which will be quoted by the Suppliers:
- (a) Annual Maintenance (Comprehensive) for the supplied Goods, for a period of 5 yrs after the expiry of 3 year warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
 - (b) Training of the Purchaser's personnel, at the Purchaser's site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 18. Warranty** (a) The Supplier warrants that the Goods supplied under this Agreement 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 Agreement. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods. This warranty shall remain valid for 36 months after the Goods have been delivered to and accepted at the final destination indicated in the Purchase Order unless a different warranty period is indicated in technical specifications.

- (b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period of 48 hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. If the Supplier, having been notified, fails to remedy the defect(s) within the period of 48 hours, 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 Agreement.

- 19. Payment** Eighty (80) percent of the Price of Goods received under each Purchase Order shall be paid by UPHSSP within thirty (30) days of receipt of the Goods upon submission of valid invoice and other documents described in Clause 14 of this Agreement. Twenty (20) percent of the Price of Goods received under each Purchase Order shall be paid within thirty (30) days of successful and complete training & installation of the end user(s) at respective hospital location(s).
- 20. Prices** Price quoted by the Suppliers shall be fixed and firm for the duration of this Framework Agreement and Purchase Orders, including any extensions.
- 21. Amendments** Any variation or modification to this Agreement or the Purchase Orders shall be made only by written amendment signed by the parties.
- 22. Assignment** The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
- 23. Delays in the Supplier's Performance** Delivery of the Goods and performance of related Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Orders. If at any time during performance of the Purchase Order, the Supplier 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 Purchase Order.
- 24. Liquidated Damages** Subject to Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to 0.5% of 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 10% of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Agreement or the Purchase Order pursuant to Clause 25.
- 25. Termination for Default** The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this

Agreement in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Purchaser; or
- (b) if the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or
- (b) if the Supplier fails to perform any other obligation(s) under the Agreement.

In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, 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.

- 26. Termination for Insolvency** The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.
- 27. Termination for Convenience** The Purchaser, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, 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 Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchase order.
- 28. Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Lucknow.
- 29. Applicable Law** The Agreement shall be interpreted in accordance with the laws of Union of India.
- 30. Notices** Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing. The Purchaser's addresses for notice purposes is:
- Project Director, Uttar Pradesh Health Systems Strengthening Project, Training Block -2, SIHFW Campus, C Block, Indira Nagar, Lucknow, India The Supplier's addresses for notice purposes is:
-

Telephone No. _____

Fax No. _____

31. Taxes and Duties The Supplier shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser and the Purchaser shall not reimburse, refund or adjust any expenses on account of Delivery & Other Charges to the supplier.

FOR THE PURCHASER

FOR THE SUPPLIER

Signed by _____

Signed by _____

Title: _____

Title: _____

Annex A: Schedule of Requirements

S. No	Item	Unit	Estimated requirement in 1 year	Tentative Delivery Schedule	Likely consignees	Proposal Security (in lakh Rupees)	Performance Security (in lakh Rupees)	Agreed Unit price (all inclusive) (Rs.)
I	Ventilator (Adult)	No	40	Within 30 days from the date of issue of Purchase Order by UPHSSP	Located at 36 ~ 40 locations as mentioned below	16.00	32.00	
II	Multi Para Monitor (High end monitor)	No	88			10.56	21.12	
III	ICU Bed	No	94			4.14	8.27	
IV	Electrolyte Analyser	No	34			4.08	8.16	
V	Defibrillator	No	58			3.48	6.96	
VI	Multi-parameter monitor	No	65			2.60	5.20	
VII	O ₂ therapy device	No	118			2.36	4.72	
VIII	Diathermy Machine (Electric Cautery)	No	17			2.04	4.08	
IX	Infusion pump	No	77			1.54	3.08	
X	Cardiac Monitor	No	19			1.52	3.04	
XI	Binocular Microscope	No	38			0.76	1.52	

Note:

1. Proposers may note that the required quantity and consignees indicated above are tentative only. These will be further specified in the individual Purchase Orders to be issued by UPHSSP.
2. The tentative consignee locations are highlighted below.

S. No	Item	Unit	Estimated requirement in 1 year	Likely consignee locations in Uttar Pradesh, India
I	Ventilator (Adult)	No	40	Aligarh, Ambedkar Nagar, Hamirpur, Gautam Budh Nagar, Gorakhpur, Jaunpur, Jhansi, Kushi Nagar, Faizabad, Sultanpur, Etawah, Rampur, Azamgarh, Kannauj, Mirzapur, Kaili Basti, Badaun, Fatehpur, Muradabad, Mainpuri, Agra, Gonda, Banda, Mathura, Bareilly, Meerut, Saharanpur, Kanpur, Lucknow, Unnao, Allahabad, Bahraich, Varanasi, Muzaffarnagar, Raibareilly, Hardoi
II	Multi Para Monitor (High end monitor)	No	88	
III	ICU Bed	No	94	
IV	Electrolyte Analyser	No	34	
V	Defibrillator	No	58	
VI	Multi-parameter monitor	No	65	
VII	O ₂ therapy device	No	118	
VIII	Diathermy Machine (Electric Cautery)	No	17	
IX	Infusion pump	No	77	
X	Cardiac Monitor	No	19	
XI	Binocular Microscope	No	38	

SECTION V: Form of Purchase Order

Framework Agreement Ref. No.
Purchase Order Ref. No.

Dated

To

Dear sirs,

Sub.: PURCHASE ORDER FOR SUPPLY OF _____

With reference to above Framework Agreement, which shall be fully incorporated herein, you are requested to supply the following goods and associated services subject to terms and conditions mentioned in above referred framework agreement:-

Sl No.	Item	Qty	Delivery period	Consignees	Agreed Unit Rate	Total Price
TOTAL						

Unit price mentioned above is inclusive of After-sales services/extended warranty, training of the staff in operation/maintenance of equipment, all other incidental services, taxes and duties.

TOTAL PURCHASE ORDER PRICE (inclusive of all) XXXXXXXXXXXXXXX

Other terms and conditions are mentioned in the Framework Agreement referred above.

(Purchaser or Purchaser's Representative)

Name: _____

Address: _____

Tel. No. : _____

Fax No. ; _____

SECTION VI. TECHNICAL SPECIFICATIONS

Item 1 : VENTILATORS (ADULT)

Operational Requirement:

Microprocessor Controlled ventilator with integrated facility for Ventilation monitoring suitable for adult ventilation.

Product Quality Standards:

- a. Should be USFDA / CE (Notified body) of the quoted model only.
- b. Manufacturer should be ISO certified for quality standards.
- c. Shall meet IEC-60601-1-2: General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive

Technical Specifications:

- a. Standard hinged arm holder for holding the circuit
- b. Colored TFT screen, 10 inch or more

Facility to measure and display

- a. 3 waves- Pressure and Time, Volume and Time and Flow and Time.
- b. 2 loops (P-V, F-V) with facility of saving of 2 Loops for reference.
- c. Graphic display to have automatic scaling facility for waves
- d. Status indicator for Ventilator mode, Battery life, patient data, alarm settings, clock etc
- e. Trending facility for 24-72 hours with minimum 5 minutes resolution for recent 24 hours.
- f. Automatic compliance & Leakage compensation for circuit and ET Tube

Following settings for all age groups.

- a. Tidal Volume
- b. Pressure (insp)
- c. Pressure Ramp
- d. Respiratory Rate
- e. SIMV Respiratory Rate
- f. CPAP/PEEP assist control mod
- g. Pressure support
- h. FIO2
- i. Pause Time
- j. Pressure & Flow Trigger

Monitoring of the following parameters

- a. Airway Pressure (Peak & plateau)
- b. Tidal volume (Inspired & Expired)
- c. Minute volume (Inspired and Expired)
- d. Spontaneous Minute Volume
- e. Total Frequency
- f. FIO2 dynamic
- g. Use selector Alarms for all measured & monitored parameters

Modes of ventilation

- a. Volume controlled
- b. Pressure Controlled
- c. Pressure Support
- d. SIMV (Pressure Control and volume control) with pressure support
- e. CPAP/PEEP
- f. Inverse Ratio Ventilation
- g. Non Invasive ventilation
- h. Apnea /backup ventilation

ÉExpiratory block should be autoclavable and no routine calibration required.

ÉNebuliser with capability to deliver particle size of < 3 micron & to be used in both Off and On line Automatic Patient Detection facility.

Medical Air Compressor:

- a. Stand-alone Medical Air compressor
- b. Snap fit with the Ventilator module to provide an oil free Medical air.
- c. Peak output flow should be minimum 160 LPM.
- d. The medical air compressor should be USFDA / CE Certified.
- e. Air quality should comply with ISO compressed air purity class.
- f. Medical Air Compressor should automatically activate in the event of wall air supply loss.
- g. Replacement of internal filters should be performed without removing the compressor
- h. Should have washable air filter.

Technical Specifications for reusable face mask & nasal mask:

- a. Reusable face & nasal mask with textured dual flap silicone cushion flap for easy fit.
- b. Removable forehead support and pad to match the angle of patient's forehead Stability Selector for easy fit and angle headgear attachments.
- c. Should be autoclavable.

Accessories, spares and consumables:

- a. Adult autoclavable silicone breathing circuits: 01 Each
- b. Reusable Masks (Medium, Large) with each machine: 01 sets each
- c. All Accessories for non invasive ventilation : 1 sets
- d. Humidifier: Servo controlled with digital monitoring of inspired gas temperature complete with heating wire: 01
- e. Filter paper for humidifier for 100 uses : 01

Power Supply:

- a. Should work on 220-240V AC as well as batteries. Mains adaptor to be supplied.
- b. Should be supplied with Suitable Servo controlled Stabilizer/CVT.
- c. Resettable over current breaker shall be fitted for protection.
- d. Suitable UPS with maintenance free batteries for minimum 30min back up for ventilation should be supplied.

Item 2: MULTI PARA MONITOR (HIGH END MONITOR)

Technical Specifications

1. Should have TFT/LCD display with at least 15 inches with atleast 8 wave forms and numeric display simultaneously.
2. The waveforms should be user selectable.
3. Monitor should have in built Lithium-ion type battery for 1 Hour continuous operation or supplied with a pure sine wave UPS for 1 Hour backup in case of mains failure.
4. Should have keys for quick access to main functions.
5. Should be able to monitor ECG, SPO2, NIBP, 2 IBP, Respiration Rate, 2 temp, ETCO2, for adult, pediatric and neonatal patients as standard and Anaesthesia gas monitoring.
6. Monitor must have facility for at least 2 IBP/IPM/IPM measurements simultaneously.
7. 3 or 5 Lead ECG monitoring with lethal arrhythmia recognition capability and ST analysis
8. Respiration & Apnea alarm
9. Manual, Auto and STAT mode for NIBP monitoring and ranges should be 20 to 230 mmHg.
10. Pulse Oxymeter (SPO2) with Plethysmograph & Pulse strength indicator With Variable pitch with change in SpO2.
11. Side-stream Capnography with display of CO2 wave form & digital values (ETCO2, FiCO2, RR).
12. Monitor should have Advanced Airway modules for complete respiratory monitoring for use in OT, ICU, and PICU etc.
13. Monitor should have provisions for automatic identification and measurement of
14. Anesthesia agents, CO2, O2, N2O and facility to measure MAC.
15. Should have separate volume control for beep sound for QRS and alarm sound.
16. It should have provision for automatic identification and measurement and anesthetic agents, Co2, O2, N2O and facility to measure MAC.
17. The display setting should have at least 10 user defined setups variable as per applications for flexible use of the monitor in various clinical environments as in OT, PICU, ICU, ER, NICU.
18. Monitor should have networking options
19. Should provide following accessories
20. Side stream / Micro stream ETCO2 disposable kit for adult, pediatric / Neonatal -25 nos
21. Nos of Disposable IBP transducers with all standard accessories & 6 nos of reusable adapter cable
22. Accessories for Anesthesia Gas monitoring -25 No (disposable)
 - Reusable adult 3 or 5 lead ECG cable set ó 2 nos.
 - Reusable adult and pediatric SPO2 finger probes ó 1 each
 - Disposable SPO2 probes for neonatal use 2 No.
23. NIBP cuffs for standard Adult, Obese Adult, Child and infant ó all 1 each.
24. Temperature Probe 2No
25. 19 Equipment performance should not be affected by electromagnetic radiated or conducted through power lines from another device.
26. Should work on 200-240V AC/50Hz with inbuilt rechargeable battery.
27. Should be CE approved & USFDA cleared.

Item 3: ICU BED

Technical Specifications:

1. Overall dimensions should have (L) 2272 mm X (W) 1048 mm X (H) Adjustable from 470mm to 760mm (approximate, minor variation will be accepted)
2. It should have 4 mechanical operating functions of Hi-Lo Height Adjustment, Trendelenburg / Reverse trendelenburg, Back rest and Knee rest
3. It should have PPE Head & Foot board fixed on the bed frame with an inbuilt nylon sleeve; 4 PPE side boards with 360 degree swivel mechanism and push button mechanism for operation
4. It should have 4 section lying surface, 3 made of LDPE having Bacteriostatic additives & Joined by corrosion-resistant joineries. The bacteriostatic additives are formulated to fulfill the requirements for bacterial protection against at least 2 commonly found bacteria in Hospital environment (Gram positive and Gram Negative)
5. The Bed frame should made from redrawn tubes of Elliptical section. Hence there is lesser surface area or the dirt, dust & bacteria to get deposited on the frame & its easy to be cleaned and maintained by the staff.
6. The Backrest section should constructed of an X-ray permeable radiolucent surface and a stainless steel bucky plate supported by a knob & spring mechanism. The bucky plate (tested for a maximum load bearing capacity of 5 Kg) acts as a X-ray cassette holder during usage.
7. It should have 4 Impact cushioning buffers made of Thermo Plastic Elastomers at the corners having 40-50 shore hardness. TPE prevents development of cracks due to changes in temperature.
8. It should have ergonomically designed plastic handles having outward locking mechanism in 90 degree position. Handle levers fold compactly upwards with snap fit when not in use. Handles are self-locking with a brass insert and a chrome plated knob with a Nylon grip
9. It should have indication for correct height to operate Trendelenburg/ reverse trendelenburg is provided by a Trendelenburg Operating Height Indicator.
10. It should have Synchronized Linear Roller Mechanism (SLRM) simplifies the understructure and facilitates hygiene operation. Also requires minimum effort to operate due to low torque levels (4-6 N-m)
11. It should be Bacteriostatic powder coating and thermosetting epoxy polyester formulated to fulfill the requirements for bacterial protection against at least 2 commonly found bacteria in Hospital environment (Gram positive and Gram Negative)
12. It should have sleek base frame with ground clearance of 165 mm providing high degree of stability & side clearance of 132 mm to facilitate maximum patient accessibility.
13. It should have Minimum height: 460 mm; Maximum height:760 mm (All dimensions approximate only, minor variations acceptable)
14. Back rest angular movement should have 70 deg and Knee rest angular movement: 24 deg
15. Safe overall working load should be 230 Kgs Patient load bearing capacity: 135 Kgs
16. It should have Plastic injection moulded castors of 125 mm diameter with dual locking arrangement.
17. The bed should be tested as per EN norms for design & USFDA norms for patient safety.

Specification of Mattress

1. Should supply 4 section foam antibacterial mattress with foam density factor 40 with a cross section of 75mm or 100mm.

2. Should provide detailed brochure of the quoted item and the necessary certificates to prove quality (CE/FDA, IEC 601 etc) along with tender documents.

Item 4: ELECTROLYTE ANALYSER

Technical Specifications:

1. Should be able to measure sodium and potassium.
2. Should have a measuring method of Ion Selective Electrode (ISE).
3. Should be able to measure sodium and potassium in serum and body fluids.
4. Should have a throughput of minimum 50 samples per hour
5. Should have separate electrode for sodium and potassium
6. Resolution should be at least 0.1mmol/litre for each parameter
7. Should have automatic calibration, 1 and 2 point calibration, 2 point time bound
8. Should have QC memory storage of at least 2 levels
9. Stand-by mode user controlled and automatic
10. Should have a measuring range for sodium 40 to 200 mmol/l, potassium 1.5 to 10 mmol/l
11. It should require 100 micro liter or lesser for whole blood serum
12. It should have only one reagent module for all standards and wash solutions and waste also should be collected in the same module
13. It should have only one cleaning reagents for electrodes and daily maintenance
14. Should have printing facility
15. Should supply reagent pack for 1000 tests, one internal filling solution of 125 ml, two cleaning solution of 15 ml and one quality control of 10 ml
16. Should have an alpha numeric display
17. Should have a memory of at least 20 samples
18. Should work on 200-240Vac 50Hz power supply
19. Should be supplied with off line pure sine wave UPS of sufficient capacity for a minimum back of 60 minutes
20. Should be provided with calibration certificate issued by the manufacturer at the time of installation and calibration certificate should be issued for the machine by the supplier during preventive maintenance visit in the warranty/AMC period if demanded by the end user
21. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid "

Item 5: DEFIBRILLATORS

Technical Specifications:

1. Biphasic
2. Wave form display(min 3)
3. External energy selection from 2J to200 J, biphasic
4. Charging time less than 8 seconds@200 J(with a charged battery)
5. Synchronizer and cardioversion
6. Unique disarm button (in addition to automatic time delay)
7. Should come with high resolution monitor.
8. Should come with 3 lead ECG that can be measured from cables, adult external paddles, paediatric paddles.
9. Heartrate:20 to 300 BPM with user selectable alarms.
10. Should come with external pacing, demand and asynchronous modes
11. Should display CPR in real time.
12. Should have large internal memory that stores and prints 25 ECG events.
13. Battery to last not less than 2 hours of continuous ECG monitoring or 30 full energy discharges.
14. Battery indicator on display and self

Item 6: MULTI PARA MONITORS

Technical Specifications

1. Should be able to monitor ECG, SPO2, NIBP, Respiration Rate and temperature.
2. Should be portable with carrying handle.
3. Should have TFT display with at least 10 inches or higher with atleast 4 wave forms and numeric display simultaneously. The waveforms should be user selectable.
4. Should have two hours battery back up
5. Should have keys for quick access to main functions.
6. Should have adult, pediatric and neonatal modes.
7. Should provide prominent audio, visual alarms for high, low heart rate, spo2, RR, low battery and legal arrhythmia recognition.
8. NIBP can be taken on manual/auto/stat modes.
9. Should have separate volume control for beep sound for QRS and alarm sound.
10. Should provide following accessories:
11. Reusable adult 3 lead ECG cable set ó 2 nos.
12. Reusable adult and pediatric SPO2 finger probes ó 1 each.
13. Adult and pediatric NIBP cuff of different size
14. Disposable SpO2 probe for neonatal use ó 10nos
15. Rate of Reusable Neonatal SpO2 probe shall be quoted separately which will not be taken for evaluation.
16. Rate of Reusable Neonatal SpO2 probe shall be quoted separately which will not be taken for evaluation. work on 200-240V AC/50Hz with inbuilt rechargeable battery.
17. Should certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.

Item 7: O₂ THERAPY DEVICES

Technical Specifications

1. Oxygen concentrator to provide oxygen from ambient air
2. Oxygen concentration measured at the flow meter by oxygen sensing device (OSD)
3. Sound level <50 dB
4. Superior grade of molecular sieve
5. Maintenance free valve.
6. Oxygen purity, approx: 90%
7. Oxygen output, approx: 0 - 5 LPM
8. Pressure, approx: 8 psi
9. Double outlet or flowsplitter for oxygen Delivery
10. Oxygen tube of 2 m length must be provided with
11. Facility for nebulization with tube & mask
12. With two humidifier bottles and two cabinet filters
13. Unit should function with 200-240Vac, 50/60 Hz input power supply
14. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.
15. The equipment shall be supplied with
 - i. One spare set of tubing
 - ii. One spare set of internal and external filters (bacterial)
 - iii. One spare set of fuses
 - iv. User manual with trouble shooting guidance, in English
 - v. Technical manual with maintenance and first line technical intervention instructions, in ENGLISH

Item 8: O₂ DIATHERMY MACHINE

Technical Specifications

1. Should be US FDA and CE (Notified) approved of the quoted model
2. Manufacturer should be ISO certified for quality standards.
3. The model should have IEC6060-1-1 certificate for Standard Safety requirement for Medical Electrical Equipment.
4. The model should have IEC6060-1-2 certificate for Standard Electromagnetic Compatibility.
5. The ESU should be microcontroller based to sense tissue impedance & adjust power automatically
6. Should be suitable for Monopolar CUT and Coagulation, Bipolar Coagulation and underwater cutting with audio óvisual alarm.
7. The Unit should have display of Delivered Power as per the user settings for all parameters.
8. The power output parameters are of following ratings:-
 - Mono Cutt : 100-300 Watts .
 - Mono Coag 100 - 150 Watts
 - Bi- Polar Coag : 50 - 80 Watts
9. Ohmic resistance:
 - Mono cut / Coag.: 350 ohms.
 - Bipolar Coag.: 75 ohms.
 - Operating frequency range: 500 - 600 KHz
10. The Unit should have both audio and visual alarms for any fault of connection of accessories.
11. It should have auto checking facility for use.
12. Equipment should have no sharp edges, should be securely mounted and should provide adequate protection against moving and electrically energized parts.
13. Equipment performance should not be affected by electro magnetic interference radiated or conducted through power lines from another device.
14. Controls (e.g switches, knobs) should be visible and clearly identified
15. Labels and markings should be clear and visible
16. The system should come with following standard accessories:
 - Monopolar footswitch-1no.
 - Bipolar footswitch-1no.
 - Hand pencil Electrode with CUT and Coagulation - 2nos
 - Bipolar forceps-1no.
 - Bipolar cord-1nos.
 - Reusable twin Patient Plate Adult with cable 1 no.
 - Universal adaptor for monopolar cable.

Environmental factors

1. The equipment should be suitable for operation in temperatures from 0 degree C to 45 degree C with a relative humidity of 100%
2. Power Supply:
 - Should work on 220-240V, 50Hz power supply fitted with Indian standard Plug.

Item 9: INFUSION PUMPS

Technical Specifications

1. Should be operated on drip rate Peristaltic finger pump method.
2. Should compatible with most of the IV set (macro/micro drip sets)
3. Should have the following flow rates:

	<i>IV Set</i>	<i>ml/hr.</i>	<i>Drop/min</i>
i.	15 drop/ml	3-450	1-100
ii.	20 drop/ml	3-450	1-100
iii.	60 drop/ml	1-100	1-100
4. Should have a purge and KVO facility.
5. Should have a audible and visual alarm for occlusion pressure, air alarm, door open, empty, low battery.
6. Should have a LED/LCD display with backlight and graphical display of infusion
7. Should have a minimum 2hr battery back up at highest delivery rate.
8. Should work with input 200 to 240Vac 50 Hz supply.
9. Should have safety certificate from a competent authority CE / USFDA /STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid

Item 10: CARDIAC MONITOR

Technical Specifications

To measure and monitor the vital parameters of Infants and paediatric patients.

1. Should be USFDA and CE (93/42/EEC) approved product (CE Certificate by Notified Body).
2. Manufacturer should be ISO certified for quality standards.
3. IEC 60601-2-49 Medical electrical equipment - Particular requirements for the basic safety and essential performance of multifunction patient monitoring equipment
4. IEC Type testing Report should be either submitted or the Standard should be confirmed to be meeting in the CE Certificate of Notified Body.
5. Should have the facility of monitoring ECG, RR, SpO₂, NIBP and Temperature for Paediatric & Neonatal applications.
6. Should have integrated colour TFT display of at least 12" or more.
7. Should have facility of viewing at least 4 waveforms simultaneously.
8. Should have detection facility for advanced arrhythmias.
9. Must use **Nellcor/Masimo** branded pulse oximetry module with facility for display of Plethysmograph, Pulse strength & SpO₂ values.
10. Should have non-volatile Graphical & Tabular trend facility for at least 24-72 hrs.
11. Should have alarm limits with alarm levels and alarm indication (visual as well as audio)
12. 5 lead ECG measurement and simultaneous monitoring of one temperature.
13. Monitor should have built in Electro Surgical Unit & Defibrillator protection
14. The monitor should have 1Hr Battery Backup.

Accessories to be supplied:

- NIBP Cuff (Paediatric) with hose 01 No.
- NIBP Cuff (Adult) with hose 01 No.
- Lead ECG Cable 01 Adult (Complete Set) 01 No.
- SPO₂ Probe (Adult) - 01 No.
- SPO₂ Probe (Neonatal) - 01 No.
- Temp. Probe: 1No.

Power Supply

Power input to be 220-240VAC, 50Hz fitted with Indian plug

Item 11: BINOCULAR MICROSCOPE

Technical Specifications

1. Standard Ergonomically designed rugged stand for long time comfortable usage
2. Illumination
3. Built-in transmitted illumination system with Koehler system. 6V30W Tungsten halogen lamp.
4. LED illumination if available may be quoted optionally. Tilting mirror attachment should be included in the main unit
5. Focusing Stage movement in Zaxis should be 15mm to 20mm stroke in coarse movement and 2 to 2.5 mm stroke in fine focus graduation Stage
6. Mechanical stage should have coaxial X and Y movement with the size 120 to 130mm x 132 to 140mm
7. Traveling range:75mm(X)X30mm(Y) with good quality ball-bearing specimen holder
8. Observation Head
30° inclined ergonomic Binocular tube, side on top design, suitable for eye pieces upto field of view 20mm. Inter Pupillary Distance range 48-75 mm and eye piece tubes can be swiveled either way for easy viewing angle of the operator.
9. Condenser Abbe type with iris diaphragm N.A.: 1.25
10. Objective Lens
11. Fully Plan Achromatic objectives (anti-fungus)
4X N.A.: 0.10
12. 10X N.A.: 0.25
13. 40X N.A.: 0.65
14. 100X N.A.: 1.25 (with polarizing mirror attachment) Eye Pieces 10 X anti-fungus/18mm Field of View (FOV) Nose Piece Quadruple Nose piece revolving
15. The micro scope should be complete with blue filter, power cord and dust cover.

For Each clause of Technical Specifications the Proposer shall prepare a table below:

Technical Specifications	Compliance	Page Number in the Proposal submitted where documentary evidence is enclosed.
1	Yes/No	
2		
3		
4		

SECTION VII. SAMPLE FORMS

1. PROPOSAL FORM

Date: [insert: **date of Proposal**]

Loan/Credit No.: [Purchaser insert: **number**]

[Purchaser to specify: "IFP No.: [number]"]

[insert: **name of Framework Agreement**]

To: [Purchaser insert: **Name and address of Purchaser**]

Dear Sir or Madam:

Having examined the Document for setting up framework agreement, including Addenda Nos. [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Agreement in full conformity with the said document for setting up framework agreement for the sums as may be determined in accordance with the terms and conditions of the Purchase Orders to be issued under the above mentioned framework agreement.

We undertake, if our Proposal is accepted, to deliver the Goods in accordance with the tentative delivery schedule and list of consignee indicated in the Schedule of Requirements (exact requirements to be further specified in the Purchase Orders). The Goods are sourced from <name of the country>.

If our Proposal is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the document for setting up framework agreement.

We agree to abide by this Proposal, for the Proposal Validity Period specified in the document for setting up framework agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Framework Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award for setting up the Framework Agreement, shall constitute a binding Contract between us. We understand that you are not bound to accept any Proposal you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, we will strictly observe the laws against fraud and corruption in force in India namely the 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.

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

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state none)

We confirm that we comply with the eligibility requirements as per ITP clause 4 of the document for setting up framework agreement.

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed: _____

Date: _____

In the capacity of [*insert: title or position*]

Duly authorized to sign this Proposal for and on behalf of [*insert: name of Proposer*]

Checklist for documents to be submitted with Proposal Form:

- Price Proposal
- Power of Attorney in favour of the signatory of Proposal
- Proposal Security in the required amount and format
- Certificate of incorporation of the Proposer
- Performance statement as per required format, along with copies of purchase order, client certificate etc.
- Copies of balance sheet & Profit & Loss statement for last 3 fiscal years
- No deviation statement on technical specification
- Declaration of agreement with all terms and condition of the document for setting up framework agreement
- Manufacturer's authorization (if item is not manufactured by the Proposer)
- Any other documents as per ITP 7.1 and 14

2. Proposal Security Form

Date: [*insert: date*]
 Loan/Credit Number: [*insert: loan or credit number from IFP*]
 IFP: [*insert: name and number of IFP*]
 Framework Agreement: [*insert: name and number of Agreement*]

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

WHEREAS [*insert: name of Proposer*] (hereinafter called "the Proposer") has submitted its Proposal dated [*insert: date of Proposal*] for the performance of the above-named Framework Agreement (hereinafter called "the Proposal")

KNOW ALL PERSONS by these presents that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called "the Bank") are bound unto [*insert: name of Purchaser*] (hereinafter called "the Purchaser") in the sum of: [*insert: amount*], 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 [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Proposer
 - (a) withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Proposal Form, or
 - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Proposers; or
2. If the Proposer, having been notified of the acceptance of its Proposal by the Purchaser during the period of Proposal validity
 - (a) fails or refuses to sign the Framework Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Proposers.

We undertake to pay to 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 it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: the date that is 45 days after the period of Proposal validity*], and any demand in respect thereof must reach the Bank not later than the above date.

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

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank

3. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from IFP*]

IFP: [*insert: name or number of IFP*]

Agreement: [*insert: name or number of Agreement*]

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

Dear Sir or Madam:

We refer to the Framework Agreement (öthe Agreementö) signed on [*insert: date*] between you and [*insert: name of Supplier*] (öthe Supplierö) concerning setting up the Framework Agreement for the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, öthe Bankö) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Agreement, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by the Framework Agreement Clause 11.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Agreement and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Agreement. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security

may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

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

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [insert: *title or other appropriate designation*]

Common Seal of the Bank

4. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To: *[insert: name of the Purchaser]*

WHEREAS *[name of the manufacturer or producer]* (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of *[name and/or description of the Goods requiring this authorization]* (hereinafter, "Goods") having production facilities at *[insert: address of factory]* do hereby authorize *[name and address of Proposer]* (hereinafter, the "Proposer") to submit a Proposal, and sign the Agreement with you against IFP *[title and reference number of the Invitation for Proposals]* including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against this document for setting up framework agreement.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *[title, position, or other appropriate designation]* and duly authorize to sign this Authorization on behalf of *[name of manufacturer or producer]*

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the Proposer in its Proposal.

5. Proforma for performance statement

(For a period of last five years)

IFP No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

<u>Order Placed By</u> (Full address of Purchaser)	<u>Order No.</u> and Date	<u>Description and quantity</u> of ordered	<u>Value of order</u>	<u>Date of completion of</u> delivery As per contract	<u>Actual</u>	<u>Remarks</u> indicating reasons for late delivery, if any	<u>Was the supply of goods</u> satisfactory ? <u>(Attach a certificate from the Purchaser/Consignee)</u>

Signature and seal of the Proposer

6. FORMAT OF PRICE PROPOSAL

Date:[*insert: date of proposal*]
[*Invitation for Proposals (IFP) Ref No.:[number]*]
[*insert: name of Item*]

To: [*Purchaser insert: Name and address of Purchaser*]

Dear Sir or Madam:

With reference to the Invitation for Proposals (IFP) (referred above) and your documents for setting up framework agreement, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods / Medical Equipments and associated services in full conformity with the said documents for setting up framework agreement, for the sum of Rs. _____ (hereinafter called the Total Proposal Price). The above amounts are in accordance with the Price Schedules attached herewith and are made part of this proposal.

We undertake, if our proposal is accepted, to deliver the Goods / Medical Equipments in accordance with the delivery schedule and consignees indicated in the Purchase Orders to be issued.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely the 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 proposal you may receive.

Dated this [*insert: number*] day of [*insert: month*],
[*insert: year*].

Signed: _____

Date: _

In the capacity of [*insert: title or position*]

Duly authorized to sign this proposal for and on behalf of
[*insert: name of proposer*]

PRICE SCHEDULE

1	2	3	4					5	9	11	12
Sl No	Item	Estimated Quantity	Unit prices					Total unit price 4 [a+b+c+d+e]	Total price per item for evaluation purpose [3 x 5]	Name of manufacturer (if items are not manufactured by self)	Remarks
			[a] EXW (Ex-factory Ex-warehouse Ex-showroom Off the shelf) price	[b] Inland transp., insurance, & other local costs incidental to delivery	[c] After-sales service	[d] Training	[e] Taxes/Duties				

Note:

(a) In case of discrepancy between unit price and total price, the unit price shall prevail. Total Price is only for evaluation purpose and purchase orders will be issued by UPHSSP using unit price quoted above.

(b) please quote the prices for optional items separately wherever the specifications provides for optional items.

c) Price quoted for optional items will not be taken into account for evaluation purpose.

Signature of
Proposer

Name

Business address

Place:
Date: