

NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF ANAESTHESIAEQUIPMENTS

BID REFERENCE : UPHSSP/EQUIP/2016-16/14

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 16th June 2016

LAST DATE FOR SALE OF
BIDDING DOCUMENT : 18th July 2016

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 19th July at 2 PM

TIME AND DATE OF OPENING
OF BIDS : 19th July at 4:30PM

PLACE OF OPENING OF BIDS : Uttar Pradesh Health Systems Strengthening
Project, Training Block-2, State Institute of
Health & Family Welfare, Block-C, Indira
Nagar, Lucknow - 226016

ADDRESS FOR COMMUNICATION : Project Director, Uttar Pradesh Health
Systems Strengthening Project, Training
Block-2, State Institute of Health & Family
Welfare, Block-C, Indira Nagar, Lucknow -
226016



SECTION I: INVITATION FOR BIDS (IFB)

**NATIONAL COMPETITIVE BIDDING FOR
THE SUPPLY OF ANAESTHESIAEQUIPMENT**

INVITATION FOR BIDS (IFB)

Date : 16th June 2016
Credit No. : 5033-IN
IFB No. : UPHSSP/IFB-EQUIP/2016-17/14

1. The Government of India has received financing from the World Bank towards the cost of project and it is intended that part of the proceeds will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Project Director, UPHSSP now invites sealed bids from eligible bidders for supply of listed below:

Lot No.	Equipment Name
1	Anesthetic - laryngoscope magills with four blades
2	Magills forceps (two sizes)
3	Oxygen cylinder for Boyles
4	Nitrous oxide Cylinder for Boyles
5	Carbon dioxide cylinder for laparoscope
6	Anaesthesia machine with tec vaporizer

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.
4. Interested eligible Bidders may obtain further information from and inspect the bidding documents during office hours 11AM to 5PM at the office of the Project Director, Uttar Pradesh Health Systems Strengthening Project, Lucknow, India.
5. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of Project Director, Uttar Pradesh Health Systems Strengthening Project, payable at Lucknow, India

Bid document can also be downloaded from the website <http://uphealth.up.nic.in> and <http://uphssp.org>. However, if the bid is submitted on the document downloaded from the website, the Service Provider shall include a Bank Draft payable at Lucknow for INR 1,000/- (Rupees One

Thousand Only) (non-refundable) in favour of Project Director, UPHSSP towards the fees of the bidding document in a separate envelope.

6. The bidding document may be obtained from the office of Project Director, Uttar Pradesh Health Systems Strengthening Project, payable at Lucknow, India during office hours namely, from 11AM to 5PM, on all working days either in person or by post. UPHSSP will not be held responsible for the postal delay, if any, in the delivery of documents or non-receipt of the same.

- | | | |
|-----|---|--|
| (a) | Price of bidding document
(non-refundable) | : INR 1000/- |
| (b) | Postal charges, inland
(non-refundable) | : INR 500/- |
| (c) | Postal charges, overseas
(non-refundable) | : INR 1200/- |
| (d) | Date of commencement of
sale of bidding document | : 16 th June 2016 |
| (e) | Last date for sale of
bidding document | : 18 th July 2016 |
| (f) | Last date and time for
receipt of bids | : 19 th July at 2 PM |
| (g) | Time and date of
opening of bids | : 19 th July at 4:30 PM |
| (h) | Place of opening of bids | : UPHSSP, Lucknow, India |
| (i) | Address for
communication | : Project Director, Uttar Pradesh Health Systems
Strengthening Project, payable at Lucknow, India |

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above. Electronic bidding will not be permitted. Late bids will be rejected.

8. Bids will be publically opened in the presence of Bidders' designated representatives who choose to attend at the address given above on the specified date and time.

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

Project Director

UPHSSP
Uttar Pradesh Health Systems Strengthening Project
Training Block -2, SIHFW Campus, C Block, Indira Nagar, Lucknow - 226016

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Government of India (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 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 (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) 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 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 (or other financing) Agreement or have any claim to the funds.
3. **Corrupt & Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-

consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the

contract.

- 4.3 ABidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. ABidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 ABidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (Anti-Corruption Guidelines), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 ABidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, 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 goods or the contracting of works or services required; or (b) 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser in accordance with ITB clause 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in

accordance with ITB 7.1. .

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid , in accordance with ITB Clause 12;
 - (b) Completed schedules,in accordance with ITB 12 and 14
 - (c) Bid Security, in accordance with ITB Clause 19.1, if required;
 - (d) Alternative bids,if permissible,in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
 - (f) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidders eligibility to bid;
 - (h) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB Clauses 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) Manufacturer's authorization form; and
 - (k) any other document **required in theBDS.**

- 11.2 The Bidder shall furnish in the Letter of Bid, information on

commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid

12. Letter of Bid and Price Schedules

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms,

published by The International Chamber of Commerce, **as specified in theBDS**

14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods:**

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any vat, sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in theBDS.**

(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 **Deemed Export Benefits**

Bidders may like to ascertain availability of excise or other duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it

must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with its bid in form at Serial. Number. 7 of Section IV Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15. Currencies of Bid & Payment

15.1 The Bidder shall quote the Price in Indian Rupees only.

16. Documents Establishing the Eligibility and conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.
- 17. Documents Establishing the Eligibility & Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification
 - (b) (i) that, if **required in theBDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
 - (iii) that, if **required in theBDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
 - (c) Bids from Joint Ventures are not acceptable
- 18 Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in theBDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in theBDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluations shall be based on the bid Price without taking into consideration the applicable correction from those indicated above.

19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in theBDS**.
- 19.2 Not used
- 19.3 The Bid Security shall be in the amount **specified in theBDS** and denominated in Indian Rupees or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India.
 - (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;

- (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2;
- 19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security
- 19.7 The Bid Security may be forfeited :
- (a) if a Bidder
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2;
 - or
 - (ii) does not accept the correction of errors in pursuant to ITB 31,
 - or,
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 41; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 42.
- 19.8 Not used
- 19.9 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 31; or
 - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security

in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 Not used
- 20.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21 Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- bear the name and address of the Bidder;
 - be addressed to the Purchaser in accordance with ITB 24.1;
 - bear the specific identification of this bidding process indicated in ITB 1.1; and
 - bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 21.4 Telex, Cable or Facsimile bids will be rejected as non-

responsive.

22 Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures as **specified in the BDS**.

In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Prepared & submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on

the Letter of Bid or any extension thereof.

25 Bid Opening

- 25.1 Except as in the cases specified in ITB 23 & 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, per lot (contract) if applicable including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

- 25.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot(contract) if applicable, including any discounts, and alternative bids if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26 Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27 Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that changes the substance of the Bid or Bidder price shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

- 28 Deviations, Reservations, Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29 Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- 29.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 29.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and

Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30 Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31 Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in

figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited.

32 Conversion to Single Currency Not applicable.

33 Margin of Domestic Preference Not applicable.

34 Evaluation of Bids 34.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria listed in this Clause. No other criteria or methodology shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in theBDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) not used
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) The additional evaluation factors as **specified in theBDS as per ITB 34.6** from amongst those set out in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in

Section III, Evaluation and Qualification Criteria

- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.2 (f).
- 35 Comparison of Bids** 35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.
- 36 Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38 Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39 Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40 Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").
- Publication of Award** 40.2 At the same time the Purchaser shall publish in a National website (web site - <http://tenders.gov.in> / uphssp.org) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- Recourse to Unsuccessful Bidders** 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 40.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5
- 41 Signing of Contract** 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 42 Performance** 42.1 Within twenty one (21) days of the receipt of notification of

Security

award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

ITB Clause Reference	A. General																																			
ITB 1.1	The Purchaser is: Uttar Pradesh Health Systems Strengthening Project [UPHSSP], Lucknow, Uttar Pradesh, India																																			
ITB 1.1	<p>The name and identification number of the NCB is: UPHSSP/EQUIP/2016-17/14</p> <p>The number, identification and names of the lots (contracts) comprising this NCB are: 6</p> <p><i>Bids are invited on Lots basis. The 6 equipment's are clustered into 6 lots as shown below. Bidders have the option to bid for any one or more lots. A bidder may be awarded more than a single lot if the bidder is qualified for undertaking multiple lots. Bidders who are bidding for more than one lots need to add the bid security amount for purposes of submitting bid security. Turnover Requirements would also be summed up in case a bidder is bidding for more than one lot.</i></p> <table border="1" data-bbox="410 1476 1442 1885"><thead><tr><th>Lot No.</th><th>Equipment Name</th><th>Qty. Reqd</th><th>Physical Unit</th><th>Bid Security [in INR]</th></tr></thead><tbody><tr><td>1</td><td>Anesthetic - laryngoscope magills with four blades</td><td>79</td><td>No.'s</td><td>9,500</td></tr><tr><td>2</td><td>Magills forceps (two sizes)</td><td>162</td><td>No.'s</td><td>3,300</td></tr><tr><td>3</td><td>Oxygen cylinder for Boyles</td><td>183</td><td>No.'s</td><td>29,500</td></tr><tr><td>4</td><td>Nitrous oxide Cylinder for Boyles</td><td>201</td><td>No.'s</td><td>32,500</td></tr><tr><td>5</td><td>Carbon dioxide cylinder for laparoscope</td><td>65</td><td>No.'s</td><td>13,000</td></tr><tr><td>6</td><td>Anaesthesia machine with tec vaporizer</td><td>63</td><td>No.'s</td><td>1,512,000</td></tr></tbody></table>	Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Bid Security [in INR]	1	Anesthetic - laryngoscope magills with four blades	79	No.'s	9,500	2	Magills forceps (two sizes)	162	No.'s	3,300	3	Oxygen cylinder for Boyles	183	No.'s	29,500	4	Nitrous oxide Cylinder for Boyles	201	No.'s	32,500	5	Carbon dioxide cylinder for laparoscope	65	No.'s	13,000	6	Anaesthesia machine with tec vaporizer	63	No.'s	1,512,000
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ITB 2.1	The Borrower is Government of India Loan or Financing Agreement Amount:US\$ 152 million
ITB 2.1	The name of the Project is: Uttar Pradesh Health Systems Strengthening Project
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr

B. Contents of Bidding Documents

ITB 7.1

For **Clarification of bid purposes** only, the address is:

Attention: Project Director

Address: U.P. Health Systems Strengthening Project, Training Block-2,
SIHFW Campus, Block-C, Indira Nagar

City: Lucknow

ZIP Code: 226016

Country: India

Telephone: 0522- 2354318

Facsimile number: 0522 - 2340538

Electronic mail address: pd.hssp-up@gov.in

C. Preparation of Bids

ITB 11.1(k)

The Bidder shall submit the following additional documents in its bid:

Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:

- (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces that the Bidder:
 - (a) is incorporated in the country of manufacture of the Goods;
 - (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;
 - (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years;
- (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture and is Authorized Dealer/Distributor, they should submit the original authorization certificate on prescribed format issued by the Manufacturer in favor of the bidder and attached with the bid document.

OR

Manufacturing company should issue the authorization certificate on prescribed format attached with the bid document in favor of the bidder and will send the scanned copy not photocopied of the original authorization certificate through email to pd.hssp-up@gov.in before

submission deadline of the bid which will be subject to verification from Manufacturer.

The Bidder shall also submit the following additional information:

- (a) a statement of installed manufacturing capacity;
- (b) copies of its audited financial statements certified by Chartered Accountant for the past three fiscal years [2012-13,2013-2014 & 2014-15];
- (c) details of on-site quality control laboratory facilities and services and range of tests conducted;
- (d) list of major supply contracts conducted within the last five years [from 2010-11 to 2014-15]

The Bidder should not have been found guilty and involved in any pending and ongoing CBI litigations from the past 3 years. The bidder should also not have been barred or blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the Bidder would not be eligible to submit the proposal. The Bidder shall have to submit a notarized affidavit to this effect as per format given in section-IX as part of the Qualification Criteria.

Also any entity/bidder which has been punished for any offence or the Director/Partner/Chairperson/Trustee of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The bidder shall have to submit a notarized affidavit to this effect as per affidavit format given in section-IX as part of the Qualification Criteria for entity/bidder and each of the Director/Partner/Chairperson/Trustee.

If found that the entity/bidder or any of the Director/Partner/Chairperson/Trustee had submitted a false affidavit, the bid will be deemed void (rejected) and treated as Non responsive and due legal / penal proceedings shall be initiated against the bidder or any of the Director/Partner/Chairperson/Trustee.

The bidder (including their manufacturers) shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last two years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the bidder's bid by providing an undertaking.

ITB 13.1	Alternative Bids <i>shall not be</i> considered.																																										
ITB 14.5	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.																																										
ITB 14.7	The Incoterms edition is Incoterms 2011(DDP)																																										
ITB 14.8 (a) (iii)	Final destination (Project Site) as per Delivery Schedule in Schedule of Requirements																																										
ITB 16.4	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts):</p> <table border="1" data-bbox="410 758 1446 1108"> <thead> <tr> <th data-bbox="410 758 505 919">Lot No.</th> <th data-bbox="505 758 976 919">Equipment Name</th> <th data-bbox="976 758 1040 919">Qty. Reqd</th> <th data-bbox="1040 758 1146 919">Physical Unit</th> <th data-bbox="1146 758 1284 919">Free Warranty</th> <th data-bbox="1284 758 1446 919">CMC (Comprehensive Maintenance Cost) required in years</th> </tr> </thead> <tbody> <tr> <td data-bbox="410 919 505 951">1</td> <td data-bbox="505 919 976 951">Anesthetic - laryngoscope magills with four blades</td> <td data-bbox="976 919 1040 951">79</td> <td data-bbox="1040 919 1146 951">No.'s</td> <td data-bbox="1146 919 1284 951">1 year</td> <td data-bbox="1284 919 1446 951">NIL</td> </tr> <tr> <td data-bbox="410 951 505 982">2</td> <td data-bbox="505 951 976 982">Magills forceps (two sizes)</td> <td data-bbox="976 951 1040 982">162</td> <td data-bbox="1040 951 1146 982">No.'s</td> <td data-bbox="1146 951 1284 982">1 year</td> <td data-bbox="1284 951 1446 982">NIL</td> </tr> <tr> <td data-bbox="410 982 505 1014">3</td> <td data-bbox="505 982 976 1014">Oxygen cylinder for Boyles</td> <td data-bbox="976 982 1040 1014">183</td> <td data-bbox="1040 982 1146 1014">No.'s</td> <td data-bbox="1146 982 1284 1014">1 year</td> <td data-bbox="1284 982 1446 1014">NIL</td> </tr> <tr> <td data-bbox="410 1014 505 1045">4</td> <td data-bbox="505 1014 976 1045">Nitrous oxide Cylinder for Boyles</td> <td data-bbox="976 1014 1040 1045">201</td> <td data-bbox="1040 1014 1146 1045">No.'s</td> <td data-bbox="1146 1014 1284 1045">1 year</td> <td data-bbox="1284 1014 1446 1045">NIL</td> </tr> <tr> <td data-bbox="410 1045 505 1077">5</td> <td data-bbox="505 1045 976 1077">Carbon dioxide cylinder for laparoscope</td> <td data-bbox="976 1045 1040 1077">65</td> <td data-bbox="1040 1045 1146 1077">No.'s</td> <td data-bbox="1146 1045 1284 1077">1 year</td> <td data-bbox="1284 1045 1446 1077">NIL</td> </tr> <tr> <td data-bbox="410 1077 505 1108">6</td> <td data-bbox="505 1077 976 1108">Anaesthesia machine with tec vaporizer</td> <td data-bbox="976 1077 1040 1108">63</td> <td data-bbox="1040 1077 1146 1108">No.'s</td> <td data-bbox="1146 1077 1284 1108">3 years</td> <td data-bbox="1284 1077 1446 1108">5 Years</td> </tr> </tbody> </table> <p data-bbox="410 1150 1446 1287">There will be 95% uptime warranty during CMC period on 48(hrs.) (will be given from time of complaint for corrective action in case of breakdown of respective equipment) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.</p> <p data-bbox="410 1329 1446 1434">During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.</p> <p data-bbox="410 1476 1446 1507">Manufacture/bidder should submit the list of their service centres in India.</p> <p data-bbox="410 1549 1446 1581">All software updates should be provided free of cost during CMC.</p> <p data-bbox="410 1623 1446 1686">Failure of any of the above by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.</p> <p data-bbox="410 1728 1446 1906">The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and</p>	Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Free Warranty	CMC (Comprehensive Maintenance Cost) required in years	1	Anesthetic - laryngoscope magills with four blades	79	No.'s	1 year	NIL	2	Magills forceps (two sizes)	162	No.'s	1 year	NIL	3	Oxygen cylinder for Boyles	183	No.'s	1 year	NIL	4	Nitrous oxide Cylinder for Boyles	201	No.'s	1 year	NIL	5	Carbon dioxide cylinder for laparoscope	65	No.'s	1 year	NIL	6	Anaesthesia machine with tec vaporizer	63	No.'s	3 years	5 Years
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	Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period.																																			
ITB 17.2 (b) (i)	Manufacturer's authorization is: <i>required as per proforma in Section IV.</i>																																			
ITB 17.2 (b)iii	After Sales service is <i>required</i> which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.																																			
ITB 18.1	The bid validity period shall be 180 days.																																			
ITB 18.3(a)	The factor will be 8 % per annum																																			
ITB 19.1	<p>Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.</p> <p><i>Bid Security is required for each equipment as per amounts indicated against each equipment. If the amount of Bid Security is less than the total required amount, than the bid would be treated as "Non Responsive".</i></p> <p><i>If bidder is bidding for more than one equipment then the bid security should be added up / summed up accordingly and should be submitted separately for each equipment along with the bid.</i></p>																																			
ITB 19.3	<p>The amount of the Bid Security shall be:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Equipment Name</th> <th>Qty. Reqd</th> <th>Physical Unit</th> <th>Bid Security [in INR]</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Anesthetic - laryngoscope magills with four blades</td> <td>79</td> <td>No.'s</td> <td>9,500</td> </tr> <tr> <td>2</td> <td>Magills forceps (two sizes)</td> <td>162</td> <td>No.'s</td> <td>3,300</td> </tr> <tr> <td>3</td> <td>Oxygen cylinder for Boyles</td> <td>183</td> <td>No.'s</td> <td>29,500</td> </tr> <tr> <td>4</td> <td>Nitrous oxide Cylinder for Boyles</td> <td>201</td> <td>No.'s</td> <td>32,500</td> </tr> <tr> <td>5</td> <td>Carbon dioxide cylinder for laparoscope</td> <td>65</td> <td>No.'s</td> <td>13,000</td> </tr> <tr> <td>6</td> <td>Anaesthesia machine with tec vaporizer</td> <td>63</td> <td>No.'s</td> <td>1,512,000</td> </tr> </tbody> </table>	Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Bid Security [in INR]	1	Anesthetic - laryngoscope magills with four blades	79	No.'s	9,500	2	Magills forceps (two sizes)	162	No.'s	3,300	3	Oxygen cylinder for Boyles	183	No.'s	29,500	4	Nitrous oxide Cylinder for Boyles	201	No.'s	32,500	5	Carbon dioxide cylinder for laparoscope	65	No.'s	13,000	6	Anaesthesia machine with tec vaporizer	63	No.'s	1,512,000
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ITB 20.1	In addition to the original of the bid, the number of copies is: One																																			

ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The letter of authorization which shall be indicated by written power of attorney accompanying the bid. All pages of the bid shall be initialed by the person or persons signing the bid.
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <u>BID REFERENCE</u> : UPHSSP/EQUIP/2016-17/14
ITB 22.1	For bid submission purposes, the Purchaser's address is: Attention: Project Director Street Address: Uttar Pradesh Health Systems Strengthening Project, Training Block-2, SIHFW Campus, Block-C, Indira Nagar City: Lucknow ZIP/Postal Code: 226016 Country: India The deadline for bid submission is: Date: 19 th July 2016 Time: 2PM
ITB 22.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 25.1	The bid opening shall take place at: Address: Uttar Pradesh Health Systems Strengthening Project, Training Block-2, SIHFW Campus, Block-C, Indira Nagar City: Lucknow ZIP Code: 226016 Country: : India Telephone: 0522- 2354318 Facsimile number: 0522 - 2340538 Date: 19 th July 2016 Time: 4:30PM

ITB 25.1	If electronic bid submission is permitted , the specific bid opening procedures shall be given in BDS for ITB 22.1
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.2(a)	Evaluation will be done for each equipment separately <i>Bids will be evaluated for each equipment and the Contract will comprise the equipment(s) awarded to the successful bidder</i>
ITB 34.4	Bidders <i>shall not</i> be allowed to quote separate prices for one or more lots.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>Not Applicable</i> (b) Deviation in payment schedule: <i>Not Applicable</i> (c) the cost of major replacement components, mandatory spare parts, and service: <i>Not Applicable</i> (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <i>Not Applicable</i> (e) the projected operating and maintenance costs during the life of the equipment: <i>Not Applicable</i> (f) the performance and productivity of the equipment offered: <i>Not Applicable</i> (g) Bids with deviation in delivery schedule and payment schedule will be treated as non-responsive.
F. Award of Contract	

ITB 39.1

The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

Notwithstanding the above, the Purchaser reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the purchase order.

For delay in supply of the goods beyond the stipulated delivery period, liquidated damages at 0.5% per day of the delivered price of the delayed goods or unperformed services for each day of delay or part thereof until actual delivery of performance, upto a maximum deduction of 10% of the contract value. Once the maximum is reached the Purchaser with the consent of UPHSSP may consider termination of the Contract.

Selected bidders shall furnish performance security for 10% of contract value by means of demand draft drawn in favour of Project Director, Uttar Pradesh Health Systems Strengthening Project payable at Lucknow which will be returned after satisfactory completion of warranty period.

Payment shall be made within minimum 30 days after delivery of the goods, against submission of bills with certification from the consignee for satisfactory completion of supply. In addition the supplier has to ensure for payments to submit verified invoice, stock book entry details & verification report from the consignee to UPHSSP. Payment would be made from PSU office, Lucknow.

The item supplied shall carry a warranty & Comprehensive Maintenance as specified in BDS [ITB 16.4] for equipment from the date of acceptance of the goods by the consignee.

The payment for the maintenance services will be made at the end of each quarter based on the certificate from the end user for completion of preventive maintenance and break down maintenance as per schedule.

The scope of Comprehensive Maintenance Contract shall include replacement of all parts without any exclusion. The supplier shall undertake atleast one Preventive Maintenance Service per quarter of the year and attend to all break down maintenance calls. The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the CMS/SIC/ Director of the respective hospital for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.

Bidders should clearly indicate year wise comprehensive maintenance charges in the price schedule which shall be added to the bid price at a discount rate of 8% per annum. Bids without these charges will be considered as non-responsive.

	<p>The maximum percentage by which quantities may be increased is: <i>15%</i></p>
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	<p>The maximum percentage by which quantities may be decreased is: <i>15%</i></p>
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SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 34)
2. Multiple Contracts (ITB 34.4)
3. Qualification Requirements (ITB 36)

1. Evaluation Criteria (ITB 34.6)

Not Applicable

2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot after taking into consideration Net Present Value (NPV) as specified in BDS-ITB-39.1

3. Post-qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

1. IF BIDDER IS MANUFACTURER

- (a) Financial Capability

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

i. Meet the Turnover Requirements for each equipment as mentioned below:-

Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Total Turnover Requirement (in INR)
1	Anesthetic - laryngoscope magills with four blades	79	No.'s	474,000
2	Magills forceps (two sizes)	162	No.'s	162,000
3	Oxygen cylinder for Boyles	183	No.'s	1,464,000
4	Nitrous oxide Cylinder for Boyles	201	No.'s	1,608,000
5	Carbon dioxide cylinder for laparoscope	65	No.'s	650,000
6	Anaesthesia machine with tec vaporizer	63	No.'s	75,600,000

(b) Experience and Technical Capacity

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

- i. The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the Schedule of Requirements up to at least 60% of the quantity (minimum 25% must be in India) required in any one of the last 3 financial years and should be in satisfactory operation for 6 months as on date of bid opening.
- ii. The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments in the form of a catalogue.
- iii. The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- i. The information on past supplies and satisfactory performance should be given in the Proforma for Past Performance given under “*Section-IV-Bidding Forms*”.
- ii. Documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably be furnished.
- iii. Data to support that the manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished.
- iv. For the non-manufacturer bidder data to support that he has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. Reports on financial standing shall be in the form of profit and loss statements, balance sheets and auditors report for the past three years, Banker’s certificate, etc.
- v. The annual sales turnover for the bidder should be at least as mentioned in Bidding Data Sheet in any one of the last three years (2012-13, 2013-14 & 2014-15), and it should be certified by the Chartered Accountants.
- vi. Further, the manufacturer should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the Schedule of Requirements during the last 5 years.

prior to bid opening. In case of non-manufacturer bidders, this condition should be satisfied by the manufacturer of the product.

- vii. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - viii. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - ix. The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.
 - x. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award
 - xi. For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:
 - The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit confirming that the performance statement given is correct along with copy of purchase order, copy of invoices, and proof of payment received from Purchasers, documentary evidence (end user certificate) in support of satisfactory completion of orders and function as stated above.
- (d) The Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV

2. IF BIDDER IS NON-MANUFACTURER

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce:

- (i) the Bidder should be duly authorized (as per the authorization Form 6 in Section IV) by the manufacturer of the Goods who meets the criteria under (1) above. Information as asked for manufacturer shall be submitted with the bid),
- (ii) that it has successfully completed at least one (1) similar contract within the period of last five years (preceding two months before the date of bid opening) for supply of goods against the schedule quoted. Minimum value of completed contract for each schedule should be at least 25 % of the quoted

value and that includes *similar equipments*. Bidder shall submit list of major supply contracts conducted within the last five years as per Form 8 in Section IV. Copies of appropriate contracts with proof of execution shall be enclosed.

- (iii) The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- (iv) The bidder, as authorized by the manufacturer, must have supplied and provided after sales service to the extent of at least 1 No. for *Lot. No. 1 to 6* of the quantities of similar model in the Schedule of Requirements in any one of the last five (5) years to Indian Institution, which must be in satisfactory operation at least for one year on the date of bid opening.

Note:

- (a) The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.
- (b) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:
 - i. The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit (duly notarized) confirming that the performance statement given is correct and in support submit the documentary evidence of copy of purchase order/ copy of invoices/proof of payment received from Purchasers and end user certificate (compulsorily) in support of satisfactory completion of orders and function as stated above.
 - ii. The foreign manufacturer is permitted to submit an affidavit in their letterhead duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct.

SECTION IV – BIDDING FORMS

Table of Forms

1. Letter of Bid.....	48
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3. Price Schedule í ...	52
5. Form of Bid Security (Bank Gurantee) í	.55
6. Manufacturer's Authorization í ...	57
7. Declaration for Claiming Excise Duty Exemption í í í í í í í í í í ..	58
8. Proforma for performance Statement í ...	60

1. LETTER OF BID

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We havenot been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below, is:

In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures]***;

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures];

- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13
- (i) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (j) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption..

¹Bidder to use as appropriate

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

Name of the Bidder *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5. <input type="checkbox"/> Included are the organizational chart ,a list of Board of Directors,and the beneficial ownership

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

ULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

6						7	8	9
PRICE FOR EACH UNIT								
Item (a)	Excise duty, if any (b)	Packing & forwarding (c)	Inland transport, Insurance and Incidental costs incidental to delivery (d)	Incidental services as listed in clause 7 of SCC (e)	Customs Duty (f)	Unit Price (a+b+c+d+e+f)	Total price per schedule for delivery at final destination (column 4 x column 7)	Sales and other taxes payable if contract is awarded

Charges for ... /per unit	Qty. Reqd	Physical Unit	Free Warranty in years	CMC (Comprehensive Maintenance Cost) required in years
---------------------------	-----------	---------------	------------------------	--

5. Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead]

Beneficiary: *[Purchaser to insert its name and address]*

IFB No.: *[Purchaser to insert reference number for the Invitation for Bids]*

Date:*[Insert date of issue]*

BID GUARANTEE No.:*[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ (öthe IFBö).

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid (öthe Bid Validity Periodö), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (öITBö) of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) forty five days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

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

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

7. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(Name of the Project)

Bid No. í í í í í í í í í í

Description of item to be supplied í

.....

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

**To
(Name of Purchaser)**

í í í í í í í í í í .

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95 read along with all subsequent amendments including the amendment dated 01-03-2008.

(i) Ex-factory price per unit on which ED is payable: *Rs. _____

(ii) No of Units to be supplied: _____

(iii) Total cost on which ED is payable (Rs.) _____

(The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature) _____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a)&(b) and 5.1: *[Albania, Algeria, Angola, Argentina, Armenia, Australia, Austria, Azerbaijan, The Bahamas, Bangladesh, Barbados, Belgium, Benin, Bolivia, Bosnia & Herzegovina, Brazil, Bulgaria, Burkina Faso, Cambodia, Cameroon, Canada, Cayman Islands, Chile, China, Colombia, Congo, Democratic Republic of Congo, Republic of Costa Rica, Denmark, Dominican Republic Ecuador, Egypt, Arab Republic of El Salvador, Finland, France, Germany, Greece, Guatemala, Haiti, Honduras, Hungary, India, Indonesia, Iraq, Ireland, Italy, Japan, Kenya, Korea, Republic of Kyrgyz, Republic Lao, People's Democratic, Republic Lebanon, Liberia, Libya, Madagascar, Malaysia, Malta, Mexico, Moldova, Mongolia, Nepal, Netherlands, Nicaragua, Nigeria, Oman, Pakistan, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Romania, Russian Federation, Saudi Arabia, Sierra Leone, Singapore, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Tajikistan, Tanzania, Thailand, Togo, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Uzbekistan, Venezuela, Republica, Bolivariana Vietnam]*

SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require 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.² 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;³
 - 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;⁴
 - (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;⁵
 - (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;⁶

² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (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 paragraph 1.16(e) below.
- (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 the prevailing Bank's sanctions procedures,⁷ 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 nominated⁸;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-

⁶ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.ö

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

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1. LIST OF GOODS AND DELIVERY SCHEDULE

Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Final (Project Site) Destination as specified in BDS	Free Warranty	CMC (Comprehensive Maintenance Cost) required in years
1	Anesthetic - laryngoscope magills with four blades	79	No.'s	<refer Table 1A below>	1 year	NIL
2	Magills forceps (two sizes)	162	No.'s	<refer Table 1A below>	1 year	NIL
3	Oxygen cylinder for Boyles	183	No.'s	<refer Table 1A below>	1 year	NIL
4	Nitrous oxide Cylinder for Boyles	201	No.'s	<refer Table 1A below>	1 year	NIL
5	Carbon dioxide cylinder for laparoscope	65	No.'s	<refer Table 1A below>	1 year	NIL
6	Anaesthesia machine with tec vaporizer	63	No.'s	<refer Table 1A below>	3 years	5 Years

Table 1 A - Final (Project Site) for Delivery of all Anaesthesia Equipments

--	--	--	--	--	--	--	--

3. TECHNICAL SPECIFICATIONS

S.No	Equipment Name	Specification
1	Anesthetic - laryngoscope magills with four blades	<p><u>LARYNGOSCOPE (VARIOUS)</u> Technical Specifications:</p> <ol style="list-style-type: none"> <u>Laryngoscope adult and pediatric</u> <ul style="list-style-type: none"> Should supply 4 different size standard blades and one handle for adult and pediatric separately and one short stubby handle Should be stainless Steel matt finished. Should provide curved blades for both adult and pediatric. An extra-large blade should be supplied along with each scope. Should be provided with battery Should provide spare bulb – 6 nos <u>Laryngoscope neonatal</u> <ul style="list-style-type: none"> Should supply 2 different size standard blades and one handle. Should be stainless steel matt finished. Should provide straight blades - 2Nos each Should be provided with battery Should provide spare bulb – 6 nos
2	Magills forceps (two sizes)	<p><u>MAGILLS FORCEPS (TWO SIZES)</u> SPECIFICATIONS</p> <ul style="list-style-type: none"> Twin-bladed tong-like forceps Handles for gripping by the user. Rounded ends for grasping. Oblique angle between handles and blades to enable prevent obscuration of the view of the airway during use. Made of stainless steel. child and adult sizes. Polished and dull finishes open and closed end design to aid gripping of different materials.
3	Oxygen cylinder for Boyles	<p><u>OXYGEN CYLINDER FOR BOYLES</u> SPECIFICATIONS</p> <ul style="list-style-type: none"> Oxygen Cylinder for Medical use, water capacity 5 litres Both A and B type (50%each) B Oxygen Cylinder with MOX -26 pressure reducing valve. A oxygen cylinder with pin indexing with high pressure tubing. (equivalent to size A), along with cap, neck-ring, flush type P.I. valve cap. The cylinder shall be high pressure, seamless Gas cylinder, concave bottom type and shall be manufactured as per IS: 7285-1988 or equivalent BS standard The nominal volume of Oxygen in the filled cylinder shall be 0.71 cu m. Cylinder working pressure shall not exceed 150 kgf/cm² at 15°C. The cylinder shall be BIS/ISO certified and approved by Department of Explosives, Govt. of India Test certificate shall accompany each cylinder. The painting of the cylinder shall be as per Gas Cylinder Rules 1981. The shoulder of the Steel (Mollybednum Steel). Cylinder shall be painted white and the remainder shall be painted black. The cylinder shall carry a label stating "Oxygen". In addition, "Oxygen" or the symbol "O2 "shall be stencilled in paint on the shoulder of the cylinder. <p>Should be Steel / Molybdenum Steel based highly corrosion-resistant interior and exterior-ideal for medical <u>gases</u>.</p>

4	Nitrous oxide Cylinder for Boyles	<p>NITROUS OXIDE CYLINDER FOR BOYLES APPARATUS SPECIFICATIONS</p> <ul style="list-style-type: none"> • Cylinder for medical grade Nitrous Oxide conforming to IS: 7285-1988. • Water capacity of cylinder shall be 5 litres (equivalent to size A) • Cylinder shall be fitted with Pin-Index flush type side out let valve. • The nominal Volume of N2O Gas in the filled cylinder shall be 1.74 cu m • Cylinder Working Pressure shall not exceed 140 Kgf/cm² at 150 C. • Cylinder must be BIS/ISO Certified & Approved by the Govt. of India, Dept. of Explosives. Test Certificate shall accompany each cylinder. • Cylinder Color: French Blue as per Gas Cylinder Rules, 1981. <p>Should be Molybdenum Steel based highly corrosion-resistant interior and exterior-ideal for medical gases.</p>
5	carbon dioxide cylinder for laparoscope	<p>CARBON DIOXIDE CYLINDER FOR LAPROSCOPE SPECIFICATIONS</p> <ul style="list-style-type: none"> • Should be Molybdenum Steel based Highly corrosion-resistant interior and exterior-ideal for wet gases • Cylinder Capacity should be 30 ltr. • Cylinders should perform well at low temperatures. • Should have consistent weight. • Should have thick, consistent walls resist damage. • Cylinder for medical grade Carbon di oxide conforming to IS : 7285-1988. • Cylinder must be BIS/ISO Certified & Approved by the Govt. of India, Dept. of Explosives. • Should be fitted with pressure reducing valve for CO₂ <p>Test Certificate shall accompany each cylinder with standard color code (French Grey)</p>
6	Anaesthesia machine with tec Vaporizer	<p>SPECIFICATIONS</p> <ul style="list-style-type: none"> • Should be portable stainless steel, with large anti-static sturdy castor wheels fitted with brakes. • Gas cylinder (pin indexed) yokes with sliding stainless steel / sturdy clamping bars for easy handling. • Two pin indexed yokes for connecting cylinder each for O₂, N₂O. • Regulator two each for O₂ and N₂O without output pressure 4.22 kg/cm². N₂O • Regulator is activated only when minimum oxygen flow. • Should have pressure gauge for all gas inlets including central lines mounted on the front panel for easy visibility. • Should have audible alarm for O₂ failure. • N₂O supply should cut off if O₂ supply fails (Anti-hypoxic guard). • Oxygen and Nitrous oxide should be linked either mechanically or pneumatically to ensure a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture. • Should have dual cascade type flow meter for O₂ and N₂O calibrated in multiple scale. • Provision to mount any two selectable vaporizer with interlocking facility to allow use of only one vaporizer at a time. • Halothane and Iso-flurane vaporizer of newer generation having specification equivalent to tec 7 type to be provided. • Non-return cum pressure relief valve when pressure exceeds 120 cm of H₂O. • Should have changeover from open circuit to closed circuit and vice versa. • Should be provided with oxygen flush switch. • Circle absorber with corrugated reusable breathing circuit for closed circuit system with each unit.

		<ul style="list-style-type: none"> • Should have safety certificate from a competent authority E U CE/FDA(US) with STQCCB certificate/STQCS certificate or valid detailed electrical and functional safety test report from ERTL/ISI (IS.13485). Copy of the certificate/ test report shall be produced along with the technical bid. <p><u>Accessories</u></p> <ul style="list-style-type: none"> • Should have a provision for mount monitors on top of the machine. • The table top made up of stainless steel/ chemical resistant fiber. • Standard bain circuit: 2 nos. with each unit • Reservoir bag (2 liters): 3 nos. with each machine • Connectors for bain circuit: 5 nos with each machine. • AMBU bag: 1 no. with each machine. • Pressure regulated valve with 5 meter hose and connector (conversion kit) for oxygen should be provided with each machine. • Should be supplied with driver gas hoses with necessary attachments (colour coded).
--	--	---

3. DRAWINGS

These Bidding Documents includes *no* drawings.

4. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

- (a) The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- (b) Third Party Verification Agency along with the **Purchaser** or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.
- (c) If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the **Purchaser**.

5. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the plant _____
- (c) Plant Nos. _____
- (d) Quantity _____
- (e) Rail/Roadways Receipt No. _____ dated _____
- (f) Name of the consignee _____
- (g) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
 - (b)
 - (c)
 - (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 – CONTRACT

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" mean the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "Purchaser's Country" is India.
- (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) "SCC" means the Special Conditions of Contract.

- (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt & Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications,

negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or

constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], 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 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Condition of Contract**.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or

request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation & Incidental**
- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance

Services

with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods's final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including

the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided

that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders

- 33.1 The Purchaser may at any time order the Supplier through

**and Contract
Amendments**

notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

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

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC

Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination

becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

õFraud and Corruption:

1.16 It is the Bank's policy to require 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.⁹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) õcorrupt practiceö is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁰
 - (ii) õfraudulent practiceö 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;¹¹
 - (iii) õcollusive practiceö is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹²
 - (iv) õcoercive practiceö 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;¹³

⁹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁰ For the purpose of this sub-paragraph, õanother partyö refers to a public official acting in relation to the procurement process or contract execution. In this context, õpublic officialö includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹¹ For the purpose of this sub-paragraph, õpartyö refers to a public official; the terms õbenefitö and õobligationö relate to the procurement process or contract execution; and the õact or omissionö is intended to influence the procurement process or contract execution.

¹² For the purpose of this sub-paragraph, õpartiesö refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹³ For the purpose of this sub-paragraph, õpartyö refers to a participant in the procurement process or contract execution.

- (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 paragraph 1.16(e) below.
- (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 the prevailing Bank's sanctions procedures,¹⁴ 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 nominated¹⁵;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹⁴ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁵ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser is: Uttar Pradesh Health Systems Strengthening Project (UPHSSP), Lucknow, India
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GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: As mentioned in Delivery Schedule
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2011
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Project Director</p> <p>Street Address: UPHSSP, Training Block-2, State Institute of Health & Family Welfare Campus, C-Block, Indira Nagar</p> <p>City: Lucknow</p> <p>State: Uttar Pradesh</p> <p>ZIP Code: 226016</p> <p>Country: India</p> <p>Telephone: 0522-2354318</p> <p>Facsimile number: 0522-2340538</p> <p>Electronic mail address: pd.hssp-up@gov.in</p>

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the institution of Engineers (India)
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India)
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.

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| | <ul style="list-style-type: none">(d) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India)(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute |
|--|---|

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ol style="list-style-type: none"> i. two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; ii. two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [<i>enter correct name of Purchaser for customs purposes – Chief Medical Superintendent /SIC/Director</i>] and delivery through to final destination as stated in the Contract; iii. copy of the Insurance Certificate, showing the Purchaser as the beneficiary; iv. four copies of the packing list identifying contents of each package; v. one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; vi. one original of the Supplier's Certificate of Origin covering all items supplied; vii. original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) viii. other procurement-specific documents required for delivery/payment purposes. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>

GCC 16.1

GCC 16.1 Payment shall be made in Indian Rupees in the following manner:

- (i) *Advance Payment: NIL*
- (ii) *On Delivery: Eighty (80)% of the contract price shall be paid on Submission of "Consignee Receipt Certificate" within thirty (30) days from the submission of the verified Invoice & Consignee Receipt Certificate on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and*
- (iii) *On Final Acceptance: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative pre-inspection installation and successful commissioning and end user's training at respective hospital location(s) in the proforma given in Section VII - item 6.*
- (iv) *Payment will be made through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT (Net Electronic Fund Transfer).*
- (v) *Payment would be made from PSU office, Lucknow and would be made by online payment through UP Treasury.*

Imported Goods:

- (i) *In case of imported Goods, Payments can be effected through Letter of Credit (LC), and the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;*
- (ii) *The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;*
- (iii) *If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.*
- (iv) *The LC will be opened up to the 80% amount, balance 20% of the contract value will be paid upon completion of pre-inspection installation and successful commissioning and user's training.*
- (v) *The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and*

	<p>(e) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section VIII. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 8 % per annum</p>
GCC 17	<p>In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.7 of Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.</p>
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>

<p>GCC 18.3</p>	<p>If required, the Performance Security shall be in the form of : “<i>a Bank Guarantee</i>” The Performance security shall be denominated in INR and should be valid up to 60 days after the date of completion of performance obligations including warranty obligations</p> <p>The performance security will be released after entering into a comprehensive maintenance contract after the warranty period and on payment of required performance security for the CMC contract.</p> <p>However in no case, the performance security will be returned before the date of completion of the warranty obligation.</p> <p>Performance security for Maintenance contract [applicable to Lot 6 (Anaesthesia machine with tec vaporizer) for all quantities of each equipment respectively, as mentioned in this bid document]</p> <p>After successful completion of warranty period of 3 years, the supplier shall furnish performance security for 5% of the CMC applicable for 5 Yearø maintenance period valid for 5 years & 2 months.</p>
<p>GCC 18.4</p>	<p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplierø performance obligations, including the warranty obligation, under the contract.</p> <p>However in no case, the performance security will be returned before the date of completion of the warranty obligation.</p>
<p>GCC 23.2</p>	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplierø Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
<p>GCC 24.1</p>	<p>For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from øWarehouse to Warehouseø (Final destinations) on øAll Risksø basis including War Risks and Strike.</p>

GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination-each Government hospital, and all related costs shall be included in the Contract Price.
GCC 25.2	Additional Incidental services to be provided are: (f) Unloading, safe storage and handling of consignment at site (g) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment (h)Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods
GCC 26.1	The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination. If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.
GCC 26.2	The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
GCC 27.1	For delay in supply of the goods beyond the stipulated delivery period, liquidated damages at 0.5% per day of the delivered price of the delayed goods or unperformed services for each day of delay or part thereof until actual delivery of performance, upto a maximum deduction of 10% of the contract value. Once the maximum is reached the Purchaser with the consent of UPHSSP may consider termination of the Contract.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.

<p>GCC 28.3</p>	<p>The period of validity of the Warranty shall be: for 1 year or 3 years as specified in ITB 16.4 after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: as per Delivery Schedule in Schedule of Requirements</p> <p>GCC 28.3ô In partial modification of the provisions, the warranty period shall be as highlighted below from date of acceptance of the Goods.</p> <table border="1" data-bbox="516 661 1351 934"> <thead> <tr> <th>Lot No.</th> <th>Equipment Name</th> <th>Qty. Reqd</th> <th>Physical Unit</th> <th>Free Warranty</th> <th>CMC (Comprehensive Maintenance Cost) required in years</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Anesthetic - laryngoscope magills with four blades</td> <td>79</td> <td>No.'s</td> <td>1 year</td> <td>NIL</td> </tr> <tr> <td>2</td> <td>Magills forceps (two sizes)</td> <td>162</td> <td>No.'s</td> <td>1 year</td> <td>NIL</td> </tr> <tr> <td>3</td> <td>Oxygen cylinder for Boyles</td> <td>183</td> <td>No.'s</td> <td>1 year</td> <td>NIL</td> </tr> <tr> <td>4</td> <td>Nitrous oxide Cylinder for Boyles</td> <td>201</td> <td>No.'s</td> <td>1 year</td> <td>NIL</td> </tr> <tr> <td>5</td> <td>Carbon dioxide cylinder for laparoscope</td> <td>65</td> <td>No.'s</td> <td>1 year</td> <td>NIL</td> </tr> <tr> <td>6</td> <td>Anaesthesia machine with tec vaporizer</td> <td>63</td> <td>No.'s</td> <td>3 years</td> <td>5 Years</td> </tr> </tbody> </table> <p>The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4</p>	Lot No.	Equipment Name	Qty. Reqd	Physical Unit	Free Warranty	CMC (Comprehensive Maintenance Cost) required in years	1	Anesthetic - laryngoscope magills with four blades	79	No.'s	1 year	NIL	2	Magills forceps (two sizes)	162	No.'s	1 year	NIL	3	Oxygen cylinder for Boyles	183	No.'s	1 year	NIL	4	Nitrous oxide Cylinder for Boyles	201	No.'s	1 year	NIL	5	Carbon dioxide cylinder for laparoscope	65	No.'s	1 year	NIL	6	Anaesthesia machine with tec vaporizer	63	No.'s	3 years	5 Years
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5	Carbon dioxide cylinder for laparoscope	65	No.'s	1 year	NIL																																						
6	Anaesthesia machine with tec vaporizer	63	No.'s	3 years	5 Years																																						
<p>GCC 28.5</p>	<p>The period for repair or replacement shall be: 3 days</p>																																										
<p>GCC 31.1</p>	<p>This clause will apply only to variations in VAT/Sales tax/ Octroi etc. payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.</p>																																										

SECTION X – CONTRACT FORMS

Table of Forms

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1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called *the Purchaser*), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called *the Supplier*).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called *the Contract Price*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) The Supplier's letter of Bid and original completed Schedules including Price Schedules
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(g) *[Add here any other document(s) listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

3. PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *í . Day of í í , 2í²*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

4. BLACKLISTING AFFIDAVIT FORM

(To be furnished by the Bidder)

(On Non ó judicial stamp paper of Rs.100 duly attested by notary public)

I í í í í í í í í í í í í í í í í í í S/o Shri. í í í í í í í í í í ., agedí í í í years, working as Proprietor/Managing Partner/ Director of M/sí í í í í í í í í í í í í ..having its registered office atí í í í í í í í í í í í í í í í í í í .. I do hereby solemnly affirm and declare as under:

1. That neither our Company/Society/Trust M/sí í í í í í í í í í í í í nor any of its directors/President/Chairperson/Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
2. That neither our Company /Society /Trust M /s í í í í í í í í í í í í í . nor any of its directors/President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work in the past 3 years.
3. a) That our Company/Society/Trust í í í í í í í . has not been punished for any offence and
b) the Director/President/Chairman/Trustee of our company/Society/Trustí í í have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.
c) Agency should not have been found guilty and should not be involved in any pending / ongoing CBI litigations in the past 3 years.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.

Signed by an authorized Officer of the Company/Society/Trust with Seal

Title of Officer

Name of Company/Society/Trust

Date

Checklist for the documents to be submitted along with the bid.

S. N.	Documents needed from the bidder who is not manufacturer	Page No.
1	<p>a- Technical Compliance sheet for the specifications (mapped with the catalogue).</p> <p>b- Submit a notarized affidavit (Rs. 10/-) confirming that the Technical Specifications as per bid document and or as mentioned in corrigendum is correct and any deviation on account of false representation the bid will be deemed void (rejected) and treated as Non responsive and due legal / penal proceedings shall be initiated by the Purchaser against the bidder/entity or any of the Director/Partner/ Chairperson/Trustee.</p>	
2	<p>a- Incorporation certificate for bidder as well for his manufacturer.</p> <p>b- Should provide the legal status, place of registration and principal place of business of the company or firm or partnership, etc.</p>	
3	License by the regulatory authority in the country of manufacture to supply the Goods for manufacturer as well as bidder	
4	Bidder has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years	
5	The Bidder Should submit the original authorization certificate on prescribed format issued by the Manufacturer in favor of bidder and attached with the bid document/ Manufacturing company should issue the authorization certificate on prescribed format attached with the bid document in favor of the bidder and will send the scanned copy not photocopied of the original authorization certificate through email to pd.hssp-up@gov.in before submission deadline of the bid which will be subject to verification from Manufacturer.	
6	Bidder's manufacturer should provide a statement of installed manufacturing capacity	
7	<p>a- Bidder should provide copies of its audited financial statements certified by Chartered Accountant for the past three fiscal years [2012-13, 2013-2014 & 2014-15].</p> <p>b- The bidder data to support that he has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. Reports on financial standing shall be in the form of profit and loss statements, balance sheets, auditors report for the past three years and Banker's certificate.</p>	
8	Bidder's manufacturer should provide details of on-site quality control laboratory facilities and services and range of tests conducted.	
9	The bidder's manufacturer shall furnish documentary evidence that it meets the turnover requirements for each equipment as mentioned in the bid. The annual sales turnover for the bidder's manufacturer should be at least as mentioned in Bidding Data Sheet in any one of the last three years (2012-13, 2013-14 & 2014-15), and it should be certified by the Chartered Accountants/Statutory Auditors.	

10	The Bidder should not have been found guilty and involved in any pending and ongoing CBI litigations from the past 3 years. The bidder should also not have been barred or blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the Bidder would not be eligible to submit the proposal. The Bidder shall have to submit a notarized affidavit to this effect as per format given in section-IX as part of the Qualification Criteria.	
11	Bidder should have successfully completed at least one (1) similar contract within the period of last five years (preceding two months before the date of bid opening) for supply of goods against the schedule quoted. Minimum value of completed contract for each schedule should be at least 25 % of the quoted value and that include similar Equipments. Bidder shall submit list of major supply contracts conducted within the last five years as per Form 8 in Section IV. Copies of appropriate contracts with proof of execution shall be enclosed.	
12	The bidder must have supplied and provided after sales service for similar model in the Schedule of Requirements in any one of the last five (5) years to Indian Institution, which must be in satisfactory operation at least for one year on the date of bid opening.	
13	The bidder's manufacturer must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at least 60% of the quantity (minimum 25% must be in India) required in any one of the last 3 financial years and should be in satisfactory operation for 6 months as on date of bid opening.	
14	The Bidder's manufacturer should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments in the form of a catalogue.	
15	The bidder's manufacturer should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.	
16	Information on past supplies and satisfactory performance should be given in the Performa for Past Performance given under "Section-IV-Bidding Forms" by the bidder or his manufacturer.	
17	The bidder /manufacturer should provide documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably furnished.	
18	Data to support that the bidder's manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished.	
19	The bidder's manufacturer should give an undertaking confirming to be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of Requirement' during the last 5 years prior to bid opening.	

20	<p>The bidder's manufacturer should provide the supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit (duly notarized) confirming that the performance statement given is correct and in support submit the documentary evidence of copy of purchase order, copy of invoices, and proof of payment received from Purchasers and end user certificate (compulsorily) in support of satisfactory completion of orders and function as stated above.</p> <p>(The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct)</p>	
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S. No.	Documents needed from the bidder who is manufacturer	Page No.
1	<ul style="list-style-type: none"> a. Technical Compliance sheet for the specifications (mapped with the catalogue). b. Submit a notarized affidavit (Rs. 10/-) confirming that the Technical Specifications as per bid document and or as mentioned in corrigendum is correct and any deviation on account of false representation the bid will be deemed void (rejected) and treated as Non responsive and due legal / penal proceedings shall be initiated by the Purchaser against the bidder/entity or any of the Director/Partner/ Chairperson/Trustee. 	
2	<ul style="list-style-type: none"> a- Incorporation certificate for bidder. b- The legal status, place of registration and principal place of business of the company or firm or partnership. 	
3	License by the regulatory authority in the country of manufacture to supply the Goods	
4	Has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years	
5	A statement of installed manufacturing capacity	
6	<ul style="list-style-type: none"> a- Copies of its audited financial statements certified by Chartered Accountant for the past three fiscal years [2012-13, 2013-2014 & 2014-15]. b- Reports on financial standing shall be in the form of profit and loss statements, balance sheets, auditors report for the past three years and Banker's certificate c- The Bidder shall furnish documentary evidence that it meets the turnover requirements for each equipment as mentioned in the bid. d- The annual sales turnover for the bidder should be at least as mentioned in Bidding Data Sheet in any one of the last three years (2012-13, 2013-14 & 2014-15), and it should be certified by the Chartered Accountants 	
7	Details of on-site quality control laboratory facilities and services and range of tests conducted	
8	The Bidder should not have been found guilty and involved in any pending and ongoing CBI litigations from the past 3 years. The bidder should also not have been barred or blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the Bidder would not be eligible to submit the proposal. The Bidder shall have to submit a notarized affidavit to this effect as per format given in section-IX as part of the Qualification Criteria.	
9	The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at	

	least 60% of the quantity (minimum 25% must be in India) required in any one of the last 3 financial years and should be in satisfactory operation for 6 months as on date of bid opening.	
10	The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments in the form of a catalogue.	
11	The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.	
12	The information on past supplies and satisfactory performance should be given in the Proforma for Past Performance given under "Section-IV-Bidding Forms".	
13	Documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably furnished.	
14	Data to support that the manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished.	
15	The manufacturer should give an undertaking confirming to be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of Requirement' during the last 5 years prior to bid opening.	
16	The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit (duly notarized) confirming that the performance statement given is correct and in support submit the documentary evidence of copy of purchase order, copy of invoices, and proof of payment received from Purchasers and end user certificate (compulsorily) in support of satisfactory completion of orders and function as stated above. (The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct)	