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**Government of India**

Through  
United Nations Office for Project Services, (UNOPS)  
11 Golf Links  
New Delhi, 110003  
INDIA

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**INTERNATIONAL COMPETITIVE BIDDING FOR**  
**SUPPLY, INSTALLATION AND COMMISSIONING OF CD4 ENUMERATION**  
**MACHINES**

BID REFERENCE	UNOPS India/NACO/CD4/26/ 2008
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT:	03-09-2008
LAST DATE FOR SALE OF BIDDING DOCUMENT :	1200 hrs on 09-10-2008
LAST DATE AND TIME FOR RECEIPT OF BID :	1400 hrs on 09-10-2008
TIME AND DATE OF OPENING OF BIDS :	1415 hrs. on 09-10-2008
PLACE OF OPENING OF BIDS :	United Nations Office for Project Services 11 Golf Links, New Delhi-110003, India Fax: 91- 11-43508527 Tel: 91-11-30417400
ADDRESS FOR COMMUNICATION :	CHIEF OF PROCUREMENT United Nations Office for Project Services 11 Golf Links New Delhi 110003, India Fax: 91-11-43508527 Tel: 91-11-30417400 Email : procurementinoc@unops.org

**BIDDING DOCUMENTS**  
**Issued on September 3, 2008**

**For**

**SUPPLY, INSTALLATION AND**  
**COMMISSIONING OF**  
**CD- 4 Machines**

**ICB No: UNOPS India/NACO/CD 4/26/ 2008**

**Project: Third National AIDS/HIV Control Project**

**Purchaser**

**United Nations Office for Project Services, (UNOPS)**  
**11 Golf Links**  
**New Delhi, 110003**  
**INDIA**

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## **PART 1 – Bidding Procedures**

# 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 VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided 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 Recipient (hereinafter called “Receiver”) **specified in the BDS** has received grant (hereinafter called “funds”) from the Global Fund to fight AIDS, Tuberculosis and Malaria (GFATM) (hereinafter called “the Donor”) toward the cost of the project **named in the BDS**. The Receiver intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payments by the Donor will be made only at the request of the Receiver and upon approval by the Donor in accordance with the terms and conditions of the grant agreement between the Receiver and the Donor (hereinafter called the Grant Agreement), and will be subject in all respects to the terms and conditions of that Grant Agreement. The Grant Agreement prohibits a withdrawal from the Grant 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 Donor, 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 Receiver shall derive any rights from the Grant Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 It is the Donor’s policy to require that Receivers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Donor -financed

contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Donor:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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

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<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“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.*

<sup>3</sup> *a “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.*

<sup>4</sup> *“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

<sup>5</sup> *a “party” refers to a participant in the procurement process or contract execution.*

of the Donor/Purchaser's inspection and audit rights provided for under sub-clause 3.1 (e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of the Receiver or of a beneficiary of the grant engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Receiver having taken timely and appropriate action satisfactory to the Donor to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Donor –financed or GOI contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Donor -financed and GOI contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Donor Grant or GOI, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Donor/ Purchaser to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Donor/ Purchaser.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found

to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the World Bank/ UN/GOI in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of World Bank debarred firms is available at the electronic address specified in the **BDS**.

4.4 A firm that has been determined to be ineligible by the World Bank/ in relation to the World Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants or by UN/GOI shall be not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued 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 Documents**

### **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

#### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **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 twenty-one (21) 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. 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 24.2.

- 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.
- 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 24.2

### **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 the language **specified in the BDS**. 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 the language **specified in the BDS**, 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) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;

- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS.**

**12. Bid Submission Form and Price Schedules**

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**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 Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form 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 Bid Submission Form.
- 14.5 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 the **BDS.**
- 14.6 Prices shall be quoted as specified in each 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 manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties 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 Purchaser's Country 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 the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods*

*declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for 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).

14.7 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 non responsive and shall be rejected, pursuant to ITB Clause 30. 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.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated 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 any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

**15. Currencies of Bid**

15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**17. Documents Establishing the Eligibility of the Goods and Related Services**

17.1 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.

**18. Documents Establishing the Conformity of the Goods and Related Services**

18.1 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 VI, Schedule of Requirements.

18.2 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 Schedule of

Requirements.

- 18.3 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.
- 18.4 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 Schedule of Requirements.

**19. Documents  
Establishing the  
Qualifications  
of the Bidder**

- 19.1 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, if **required in the BDS**, 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;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, 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; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of  
Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 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 21, 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 20.3.

20.3 In the case of fixed price contracts, 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 adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## 21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
- (c) 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;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 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 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder 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 20.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43;
    - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.
- 21.7 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 20.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
- 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**.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." 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.

- 22.2 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.
- 22.3 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**

### **23. Submission, Sealing and Marking of Bids**

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 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.

### **24. Deadline for Submission of Bids**

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 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.

## 25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## 26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (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) submitted in accordance with ITB Clauses 22 and 23 (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 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 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 Bid Submission Form or any extension thereof.

## 27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 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 envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 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, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 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 if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. 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**

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of

its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, 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.

**29. Clarification of Bids**

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change 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.

**30. Responsiveness of Bids**

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 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.

**31. Nonconformities, Errors, and Omissions**

31.1 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.

31.2 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 of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 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.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**32. Preliminary Examination of Bids**

32.1 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.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**33. Examination of Terms and Conditions; Technical Evaluation**

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Bid

submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 35. Domestic Preference** 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 36. Evaluation of Bids** 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; 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 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be

payable on the goods if a contract is awarded to the Bidder;

- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 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 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

### **37. Comparison of Bids**

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

### **38. Postqualification of the Bidder**

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 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 19.

38.3 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 capabilities to perform satisfactorily.

- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 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.

## **F. Award of Contract**

- 40. Award Criteria**
- 40.1 The Purchaser shall award the Contract to the Bidder whose offer 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.
- 41. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 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 VI, 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.
- 42. Notification of Award**
- 42.1 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.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish in UNDB online and in the dgMarket 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 winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

**43. Signing of Contract**

- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**44. Performance Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of 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 IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	<b>A. General</b>
<b>ITB 1.1</b>	<p>The Purchaser is: United Nations Office for Project Services (UNOPS), New Delhi India ( acting as purchasing agent on behalf of the Ministry of Health &amp; Family Welfare, Government of India)</p> <p>Type of Goods : CD4 Enumeration Machines</p> <p>Name and identification number of the Contract: Supply, Installation and commissioning of CD4 Enumeration Machines</p> <p>IFB No:UNOPS India/NACO/CD4/26/2008</p>
<b>ITB 2.1</b>	<p>The Receiver is: <b>The Ministry of Health &amp; Family Welfare, Government of India</b></p> <p>The name of the Project is: <b>Third National AIDS/HIV Control Project</b></p>
<b>ITB 4.3</b>	<p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For Clarification of bid purposes only, the Purchaser's address is:</p> <p style="text-align: center;">CHIEF OF PROCUREMENT United Nations Office for Project Service 11 Golf Links, New Delhi 110003, India Fax: 91-11-43508527 Tel: 91-11-30417400 Email: <a href="mailto:procurementinoc@unops.org">procurementinoc@unops.org</a></p> <p>The last date for any clarification is: September 23, 2008</p>
	<b>C. Preparation of Bids</b>

<b>ITB 10.1</b>	The language of all correspondence and documents related to the bid is: <b>English</b> . Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language
<b>ITB 11.1 (h)</b>	<p>In addition to the documents stated in Paragraphs 11.1 (a) through (g), the Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> <li>1. Certification of incorporation of the bidder and manufacturer</li> <li>2. Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners.</li> <li>3. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection.</li> <li>4. The list of spare parts recommended for specific operating requirement of each equipment for a period of 10 years.</li> <li>5. Technical schedules of goods as required by technical specifications.</li> <li>6. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts</li> <li>7. a detailed description of the Goods essential technical and performance characteristics:</li> <li>8. The list of spare parts recommended for specific operating requirement of each equipment for a period of 10 years, giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of ten years, following commencement of the use of the goods by the Purchaser.</li> <li>9. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment</li> <li>10. Non-manufacturer bidders will submit, the manufacturer's authorization Form as per Performa in Section IV .</li> <li>11. The following details shall also be provided by Indian Bidders</li> </ol>

	<p>a. Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.</p> <p>b. Company’s PAN and Income Tax details and ward/circle where they are being assessed.</p> <p>c. Registration details of the company under VAT, local and Central Sales Tax and other laws as may be applicable. and also Sales tax/VAT clearance certificate.</p> <p>12. The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder in the last five years. Such adverse actions taken against the bidder 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.</p> <p>NOTE- (1) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.</p> <p>(2) The bidder must complete the Checklist given in Annexure II and submit it along with the Bid.</p>
<p><b>ITB 12</b> ( <b>Additional clause 12.3</b>)</p>	<p>Insert new clause 12.3 as under: Bidders may note that bids offering goods from within the country of the Purchaser [Group A and Group B bids] should indicate the prices entirely EXW (ex-works/ex-factory/ex-warehouse/ex-showroom/ or off-the-shelf as applicable).</p>
<p><b>ITB 13.1</b></p>	<p>Alternative Bids shall not be considered.</p>
<p><b>ITB 14</b> ( <b>Additional clause 14.2 (a)</b>)</p>	<p>Add the following as clause 14.2 (a) The Bidder shall indicate on the Price schedule the unit price and total bid price of the Goods offered separately in the Schedule it proposes to supply under the Contract. However, Bidders shall quote for the complete requirements of goods and services specified under each Schedule on a single responsibility basis, failing which such bids will not be taken in to account for evaluation and will not be considered for award.</p> <p><b>The CMC price for each year after the warranty shall be quoted separately in the price Schedule- Related Services</b></p>
<p><b>ITB 14.5</b></p>	<p>The Incoterm’s edition is <i>Incoterms 2000</i></p>
<p><b>ITB 14.6 (a)</b></p>	<p>Add the following at the end of this clause:  If the bidder has considered the deemed export benefits in its bid, the bidder shall confirm and certify that MOHFW will not be required to undertake any responsibilities of the deemed export scheme or the</p>

	<p>benefits available during contract execution except issuing the required certificates.</p> <p>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 to the deemed export benefits scheme will make the bid non responsive and hence rejected.</p> <p>Bids which do not furnish the informational requirements in the preceding paragraph to obtain the necessary certificate for deemed exports or other benefits will not be compensated separately on this account by the Purchaser.</p>
<b>ITB 14.6 (b) (i)</b>	CIP named place of destination is as specified in Schedule of Requirements (Section VI).
<b>ITB 14.6 (a) (iii), (b) (ii) &amp; (c)(v)</b>	Final destination is as specified in Schedule of Requirements (Section VI)
<b>ITB 14.6 (b)(iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser's Country shall be quoted as CPT named place of destination is as specified in Schedule of Requirements (Section VI)
<b>ITB 14.7</b>	The prices quoted by the Bidder <i>shall</i> be fixed.
<b>ITB 14.8</b>	<p><b>Bids are being invited for individual schedules or for any combination of schedules.</b> Prices quoted for each schedule shall correspond at least to <b>100%</b> of the quantities specified for each schedule.</p> <p><b>Bidders wishing to offer any price reduction (cross discount) for the award of more than one schedule shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4.</b></p>
<b>ITB 15.1</b>	The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of Purchaser's country.
<b>ITB 18.3</b>	Period of the time the Goods are expected to be functioning (for the purpose of availability of spare parts) : 10 years
<b>ITB 19.1 (a)</b>	Manufacturer's authorization is: " <i>required</i> "
<b>ITB 19.1 (b)</b>	After sales services as mentioned in ITB 19.1 (b) will be required. CMC services will be required for a period of four (4) years after the expiry of Warranty Period.

<b>ITB 19.1 (Additional Clause 19.1(d))</b>	<p>Add the following as Clause 19.1(d):</p> <p>“19.1(d) If any agent submits bids on behalf of more than one Bidder, each bid must be accompanied by a separate bid form, bid security, and authorization from the respective Bidder or the bid will be rejected as non-responsive”.”.</p> <p>[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same schedule in the bid will be treated as non-responsive.]</p>
<b>ITB 20.1</b>	<p>The bid validity period shall be up to February 10, 2009</p>
<b>ITB 20.3</b>	<p>Substitute this clause with the following”</p> <p>“In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the Contract prices, if the bidder is selected for award, shall be the bid price corrected as follows:</p> <p>(a) The foreign currency component of the prices shall be increased by the factor 0.077% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p> <p>(b) Similarly, the local currency component of the price shall be increased by the factor 0.096% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder.”</p>
<b>ITB 20.4.</b>	<p>Insert the following as Clause 20.4:</p> <p>Bid evaluation will be based on the bid prices without taking into consideration the above correction</p>
<b>ITB 21.1</b>	<p>Each bid will be accompanied by the bid security. The bid security will be in Indian rupees or in US Dollars. The amount of bid security required is specified in Section VI Schedule of Requirements. If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of the respective schedules. The form of the bid security (issued by bank) is included in Section IV- sample forms</p>
<b>ITB 21.2 (a)</b>	<p>Substitute this clause with the following:</p>

	<p>The bid security shall, at the Bidder's option, be -</p> <p>(i) in the form of a Bank Guarantee in favour of UNOPS from a reputable banking institution i.e. a banking institution certified by the Central bank's of the country to operate as commercial bank in the country. The format of the bank guarantee/bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.; or</p> <p>ii) in the form of a irrevocable certified check or a demand draft from a reputable banking institution in favour of UNOPS New Delhi</p>
<b>ITB 22.1</b>	Required number of copies of the bid: 02 (1 Original + 1 Copy).
	<b>D. Submission and Opening of Bids</b>
<b>ITB 23.1</b>	Bidders shall not have the option of submitting their bids electronically.
<b>ITB 23.1 (b)</b>	Deleted
<b>ITB 23.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>IFB Number:</p> <p>Schedule Number:</p> <p>Time &amp; Date of Submission of Bids:</p> <p>Name of the Goods:</p>
<b>ITB 24.1</b>	<p>The Bids would be received upto 1400hrs (Indian Standard Time) on October 09, 2008; the address for bid submission is:</p> <p style="text-align: center;">United Nations Office for Project Services (UNOPS), Attention: Chief of Procurement 11 Golf Links New Delhi 11003, India</p> <p>Add at the end of this clause:</p> <p>“In the event of the specified date of the bid submission being declared a holiday for the Purchaser, the bids shall be received at the appointed time and location on the next working day”.</p>
<b>ITB 26.1 (a)</b>	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB

	Sub- Clause 22.1.
<b>ITB 27.1</b>	<p>Time, date, and place for bid opening are: 14.15 hrs. (Indian Standard Time) on October 09 , 2008 at the following address:</p> <p style="text-align: center;">Chief of Procurement United Nations Office for Project Services (UNOPS), 11 Golf Links ,New Delhi 110003, India</p> <p>Add at the end of this clause:</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day”.</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 32.2 (Additional clause 32.2(d))</b>	<p>Add the following as article 32.2 (d) “(d) Proper authorization from the manufacturer for bids from Agents.</p> <p>NOTE- The Agent is one who submits the bid on behalf of the Manufacturer and a non manufacturer bidder is one who himself offers the Goods and submits bid on his own behalf.</p>
<b>ITB 34.1</b>	<p>The currency chosen for the purpose of converting to a common currency is Indian Rupee.</p> <p>The source of exchange rate would be the UN operational rate of exchange on the date of bid opening</p>
<b>ITB 35.1</b>	<p>A margin of domestic preference will apply</p> <p><i>[The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
<b>ITB 36.3(a)</b>	<p>The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 30 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.</p>

<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria,:</p> <ul style="list-style-type: none"> <li>a. Deviation in Delivery schedule: NO</li> <li>b. Deviation in payment schedule: NO</li> <li>c. the cost of major replacement components, mandatory spare parts, and service: NO</li> <li>d. The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid. Yes (Methodology is mentioned in Evaluation criteria, Section III)</li> <li>e. The projected operating and maintenance costs during the life of the equipment. NO</li> <li>f. the performance and productivity of the equipment offered; NO</li> </ul>
<b>ITB 36.6</b>	Bidders are allowed to quote separate prices for one or more schedules
<b>F. Award of Contract</b>	
<b>ITB 40.1</b>	Before the award of Contract, the purchaser may inspect the manufacturing facilities of the responsive bidders to assess their capability to successfully perform the contract as per the terms and conditions specified in the bid document.
<b>ITB 41.1</b>	The maximum percentage by which quantities may be increased or decreased is 15%

## **Section III. Evaluation and Qualification Criteria**

### **Contents**

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post qualification Requirements (ITB 38.2)

## 1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (Final destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

## 2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)  
There will not be any deviation in the Delivery schedule
- (b) Deviation in payment schedule.  
There will not be any deviation in the Payment schedule
- (c) Cost of major replacement components, mandatory spare parts, and service.  
Deleted
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.  
If the bidder quotes separately the cost of setting up facilities for after sales service and inventory of spare parts, the amount will be added to the bid price for evaluation purpose
- (e) Projected operating and maintenance costs.  
Deleted
- (f) Performance and productivity of the equipment  
Deleted
- (g) Specific additional criteria  
Net present value of cost of Comprehensive Annual Maintenance (CMC) charges for four (4) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 % per year

### **3. Multiple Contracts (ITB 36.6)**

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 (Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) Evaluate only schedules or contracts that include at least the percentages of quantity per schedule as specified in ITB Sub Clause 14.8
- (b) Take into account:
  - (i) the lowest-evaluated bid for each schedule and

- (ii) the price reduction per schedule and the methodology for its application as offered by the Bidder in its bid”

#### **4. Postqualification Requirements (ITB 38.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

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

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

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

The bidders, who are also the manufacturers, should have generated an average annual sales turnover of minimum of equivalent to Indian Rupees 96 million for Schedule I and Indian Rupees 36 million for Schedule II, during the last three years to qualify for that schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule.

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

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

(i) The bidder or the manufacturer whose product is offered by the bidder must have manufactured and supplied satisfactorily similar equipment of the type specified in each schedule of the Schedule of Requirements of to the extent of at least 50 % of the quantity indicated against each schedule under “Section – VI, Schedule of Requirements” in any one of the last five years and should be in use satisfactorily with no adverse report for at least two years preceding the date of bid opening. This criteria will not be cumulative.

(ii) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section-IV

(iii) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above.

(iv) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

(v) Further, bidder should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 5 years prior to bid opening.

(vi) The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

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

(viii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested Performa given in Section IV).

(ix) 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 the meeting all their current commitments.

(x) 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.

(xi) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

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

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

- a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- b) The bidder, as authorized by the manufacturers, has supplied and provided after sales service to the extent of at least 10% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years, which must be in satisfactory operation.

- c) The bidder should have annual turnover of minimum of equivalent to Indian Rupees 20 million for Schedule I and Indian Rupees 7 million for Schedule II, during the last three years to qualify for that schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

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

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

## Section IV. Bidding Forms

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## 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]*  
ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. 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>
7. 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 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <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, in accordance with ITB Sub-Clause 4.5.

## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. 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 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <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, in accordance with ITB Sub-Clause 4.5.

## **Bid Submission Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated 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]*

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

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) 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];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) 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.”)

- (k) 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## 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.]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____
Alternative No: _____								Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CPT named place of destination in accordance with ITB 14.6(b)(i)	Unit Price CIP named place of destination	Price per line item for other services required in the Purchaser's country as specified in BDS	Total Price per Line item (Col. 5 x 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CPT per unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C bids, Goods already imported)

Date: \_\_\_\_\_

ICB No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

Currencies in accordance with ITB Sub-Clause 15

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item for insurance	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 5x8+9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item for insurance]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids)  Currencies in accordance with ITB Sub-Clause 15					Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Price per line item for insurance	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 4x5+6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert price per line item for insurance]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Bid Security (Bank Guarantee)

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

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) Twenty- Eight days after the expiration of the Bidder'

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## **Bid Security (Bid Bond)**

**Deleted**

## **Bid-Securing Declaration**

**Deleted**

## 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 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]*

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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.

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.

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]*

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

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

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

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

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder

\_\_\_\_\_

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

- Note: 1.
- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
  - b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with
    - i. Copy of Purchase Orders
    - ii. Copy of Invoices
    - iii. Proof of Payment received from Purchasers
    - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of orders.

## Declaration regarding Deemed Export

(Name of the Project)

(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

To:.....

(Name of the Purchaser)

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 Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

(A) (i) Value of import content of supply to be  
made by the Bidder

Rs. \_\_\_\_\_  
(exchange rate one US\$ = Rs \_\_\_\_)

:

(B) Deleted

***(The requirements listed above are as per current  
Export and Import Policy of Government of India.  
These may be modified, if necessary, in terms of the  
Export and Import Policy in force.)***

Date: -----

Signature)

\_\_\_\_\_

Place: -----

(Print Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

## **Section V. Eligible Countries**

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

1. As a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

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

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

With reference to paragraph 1 above: NIL

## **PART 2 – Supply Requirements**

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# Section VI. Schedule of Requirements

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**1.Schedule of Requirement for CD4 Enumeration machines**

<b>Schedule no.</b>	<b>Brief Description of Goods</b>	<b>Accounting Unit</b>	<b>Quantity</b>	<b>Bid Security in Indian Rupees</b>	<b>Bid Security in USD</b>
I	CD4 Enumeration machines	Number	44	1,056,000	26,400
II	CD4 Enumeration machines	Number	16	384,000	9,600

**Terms of Delivery**

For Group A, B & C Bidders: Either CIP or CPT final destination (to be decided before signing of contract) as per Annexure- 'A' below:

**Delivery Schedule:** Within 90 days, from the date of Notification of Award

## Consignee Addresses and Consignee- wise Quantity Distribution

### Schedule I- Round IV States

Sl.No	State	Site of machines to be procured
<b>Round IV States</b>		
1	Andhra Pradesh	SVRR GGH, Tirupati
2		District Hospital, Rajamundry, E. Godawari
3		District Hospital, Machlipatnam, Krishna
4		District Hospital, Tenali, Guntur
5	Tamil Nadu	Government Hospital, Namakkal
6		Med College, Kanyakumari
7		Govt. Dist. Head Qtrs. Hospital, Virudhunagar
8		Govt. District Headquarter Hospital, Cudallore
9		Govt. District Headquarter Hospital, Thiruvallur
10		Vellore Hospital
11		Govt. District Headquarter Hospital, Thiruvannamalai
12		Govt. District Headquarter Hospital, Krishnagiri
13		Govt. District Headquarter Hospital, Dindugal
14		Govt. Head quarters Hospital, Pudukottai
15		Govt. Head quarters Hospital, Sivaganga
16		Govt. Head quarters Hospital, Nilgiris
17		Government Medical College, Chengalpattu
18		IRT Medical College, Erode
19		Govt. Head quarters Hospital, Thiruvarur
20		Govt. Head quarters Hospital, Nagapattinam
21		Govt. Head quarters Hospital, Ramnad
22	Karnataka	Lady Curzon Hosp., Bangalore
23		District Hospital, Kolar
24		District Hospital, Bidar
25		DH Karwar

26		DH Chitradurga
27	Manipur	DH Bishnupur
28		DH Senapati
29	Maharashtra	District Hospital, Ahmednagar
30		District Hospital, Jalgaon
31		District Hospital, Ratnagiri
32		District Hospital, Satara
33		District Hospital, Wardha
34		District Hospital, Parbhani
35		District Hospital, Bhandara
36		Medical College Aurangabad
37		KEM, Mumbai
38		DH - Buldana
39		DH - Garchiroli
40		DH - Hingoli
41		District Hospital, Jalna
42		District Hospital, Nandurbar
43		District Hospital, Osmanabad
44		Navi Mumbai Municipal Corporation Hospital, Vaishi, Navi Mumbai

### Schedule- II- Round VI States

Sl.No	State	Site of machines to be procured
1	Meghalaya	Civil Hospital, Shillong, Meghalaya
2	Rajasthan	Medical College, Kota
3	UP	SN Medical College, Agra
4	West Bengal	New Center* (WBSACS, Kolkatta)
5		New Center* (WBSACS, Kolkatta)

6	Gujarat	Mehsana (1500)
7		SSG Hospital, Medical College, Vadodara, Gujarat
8		G G Hospital, Medical College, Jamnagar, Gujarat
9	Haryana	District Hospital, Hissar
10	Himachal Pradesh	Hamirpur (400)
11	Punjab	Patiala
12	Orissa	District Hospital, Koraput
13	Jharkhand	New Center* (Jharkhand SACS)
14	Sikkim	STNM Gangtok
15	Tripura	Agartala
16	Arunachal Pradesh	General Hospital, Naharlagun

\* to be intimated at the time of signing of Contract

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## 2. List of Related Services and Completion Schedule

### i) Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Installation, Commissioning, Performance or supervision of the assembly and/or start-up of the supplied Goods This shall be carried out within the time indicated in Schedule of Requirement above
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of equipment at the time of delivery .
- (d) After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time.
- (e) The Comprehensive maintenance Contract (Including Spare Parts)
  - (i) The Purchaser/ Consignees/ Government of India, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of four (4) years after the expiry of the warranty period as per the details given in clause 12.2 of GCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
  - (ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the Warranty and CMC period for preventive maintenance.
- (f) Training of the Purchaser's personnel, at the Supplier's on-site, in assembly, startup, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation of Equipment.

- (g) The Bidder shall examine the existing site where the equipment is to be installed, in consultation with consignee concerned

**ii) Availability of Spare parts**

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

(a) such spare parts as required for maintenance of the equipment during Warranty and CMC period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

(c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 10 years.

### 3. Technical Specifications

**Important notice:**

Bidders are required to complete the following with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached”, are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Our minimum requirements” columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that UNOPS should know in order to evaluate the bid properly.

**TECHNICAL SPECIFICATIONS OF CD-4 ENUMERATION MACHINES:**

SI No	Specifications	PI Fill in
	1. Equipments/Systems should be Open Systems i.e., they should be able to accept use of reagents from other manufacturers also, and not restricted to the reagents made by manufacturer of the equipment.	Yes/No
	2. The working principle shall be single platform fluorescence based Cytometry.	Yes/No
	3. Machine shall be capable of measuring absolute number of CD4 cells precisely in whole blood. Other performance indicators should be part of bidding process.	Yes/No
	4. Machine shall have Automated Data Analysis, Data Display System and provision for print out of results.	Yes/No
	5. It shall be robust so that it does not need frequent laser adjustment and withstand voltage fluctuations. A compatible UPS with back up of 30 minutes shall be supplied with the system.	Yes/No
	6. It shall be a table top model.	Yes/No
	7. Supplier shall provide on site training	Yes/No

## **4. Drawings**

The supplier to provide the required Drawings along with the equipment.

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

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

For Goods from outside India the Purchase retains the right to perform inspection and testing after the arrival of Goods in India. In such case the supplier is required to make arrangement for warehouse in India for 30 days after the arrival of Goods in India.

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

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

## **PART 3 - Contract**

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## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

- 1. Definitions**
- 1.1 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” means 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 the country specified in the Special Conditions of Contract (SCC).
  - (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, 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. Fraud and Corruption**

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>7</sup> 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;

<sup>6</sup> “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.

<sup>7</sup> a “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.

- (iii) “collusive practice”<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

#### 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, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in

<sup>8</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> a “party” refers to a participant in the procurement process or contract execution.

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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 written in the language specified in the **SCC**. 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 the language specified, 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. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

## **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 Purchaser's Country, unless otherwise specified in the **SCC**.

## **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.

- |  |   |
|--|---|
| <b>11. Inspections and Audit by the Bank</b> | 11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines). |
| <b>12. Scope of Supply</b>                   | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| <b>13. Delivery and Documents</b>            | 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 <b>SCC</b> .   |
| <b>14. Supplier's Responsibilities</b>       | 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.   |
| <b>15. Contract Price</b>                    | 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 currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 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 arbitration award.

## **17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **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, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of 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 VI, 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—in a freely convertible currency from an eligible country—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**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**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' 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

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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 the place of the Purchaser's country 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  
and Contract  
Amendments**

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

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**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.

## **37. Export Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities

in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## Section VIII. 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.

<b>GCC 1.1(i)</b>	The Purchaser's country is: India
<b>GCC 1.1(j)</b>	The Purchaser is: United Nations Office for Project Services (UNOPS), New Delhi India ( acting as Procurement Agent on behalf of the Ministry of Health & Family Welfare , Government of India) pursuant to the "Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and the United Nations Office for Project Services (UNOPS) dated May 30, 2007.
<b>GCC 1.1 (n)</b>	The Supplier is [ name and country]. For all intends and in this Contract, the Supplier's Country is:  Goods are provided from abroad; Services are provided from within the Purchaser's Country.  OR  Goods and Services are provided from within the Purchaser's Country.
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s)/ Consignee is/are: Specified in Schedule of Requirements
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The edition of Incoterms shall be 2000
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  CHIEF OF PROCUREMENT United Nations Office for Project Services (UNOPS), 11 Golf Links, New Delhi - 110003 Telephone: +91-11-30417400 Facsimile: +91-11-43508527 e-mail: <a href="mailto:procurementinoc@unops.org">procurementinoc@unops.org</a>  For <b>notices</b> , the Supplier's address shall be:

<b>GCC 9.1</b>	The Contract shall be interpreted in accordance with the Laws of Union of India.
<b>GCC 10.2</b>	<p>The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p>Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with Indian Supplier.</p> <p><b>(a) Contracts with foreign Supplier:</b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Indian Supplier:</b></p> <p>i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with</p>

	<p>the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p><b>For both a) and b) above</b></p> <p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
<p><b>GCC 12 (additional clause 12.2)</b></p>	<p>Add as a new Clause 12.2 of the GCC</p> <p><b>Maintenance Service:</b></p> <p><b>a) Warranty</b></p> <p>Free Comprehensive Maintenance and Repair services including testing &amp; calibration, labor and spares shall be provided by the Supplier during the period of warranty as specified in article SCC 28.3.</p> <p><b>b) Comprehensive Maintenance Contract (CMC)</b></p> <p>After the above mentioned warranty period, the Purchaser/Consignees/Government of India may, at the Purchaser / Consignees / Government of India's sole and exclusive discretion, enter into Comprehensive Maintenance Contract (CMC), for a period of four (4) years at the rates quoted by the Supplier in his bid. The decision of the Purchaser / GOI / Consignee to request or not CMC services is without any prejudice to Purchaser / GOI / Consignees.</p> <p>The CMC includes repairs of entire system, preventive maintenance testing &amp; calibration, labor and spares and all software updates.</p> <p>During Comprehensive Maintenance Contract (CMC) period in case of non-compliance of the above a penalty at the rate of 0.075% of the price per non-functional unit per day beyond 15 days in a year shall be imposed and equivalent amount shall be deducted from the CMC payment.</p> <p><b>For both a) and b) above:</b></p> <p>The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time</p> <p>The unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Supplier. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as</p>

	mentioned above. However, the defective Goods must be replaced within 30 days.
GCC 13.1	<p><b>Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement</b></p> <p><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:</b></p> <p><b>I. For Goods supplied from abroad :</b></p> <p>(A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway-bill number. The Supplier shall fax and then send by courier the following documents to the Purchaser:</p> <p>(i) three originals and two copies of the Supplier's invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf Ministry of Health &amp; Family Welfare, Govt. of India; the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;</p> <p>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Govt. of India, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Four Copies of packing list identifying contents of each package;</p> <p>(iv) One original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;</p>

- (v) Original copy of the certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) and six copies; and
- (vi) One original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) 3 copies of acknowledgement of receipt of goods from the Consignee;
- (viii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies

The above documents except (vii) shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. The document at (vii) above shall be submitted within 7 days of receipt of goods by the Purchaser's Consignee.

(B) The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the consignee the documents mentioned in as below:

- (i) Four originals and two copies of the Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Four copies of the packing list identifying contents of each package
- (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied

## **II. For Goods from within India**

(A) Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser

- (i) Four originals and two copies of the Supplier's invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in

	<p>original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Two copies of railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of Ministry of Health &amp; Family Welfare, Govt. of India and delivery through to final destination as stated in the Contract.</p> <p>(iii) Four copies of acknowledgement of receipt of goods from the Consignee;</p> <p>(iv) Four Copies of packing list identifying contents of each package;</p> <p>(v) One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied</p> <p>(vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>(vii) One original of the Supplier's Certificate of Origin covering all items supplied</p> <p>(viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable.</p> <p>The above documents except (iii) shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) if not received, the Supplier will be responsible for any consequent expenses. The document at (iii) above shall be submitted within 7 days of receipt of goods by the Purchaser's Consignee.</p> <p>(B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee the documents mentioned in as below:</p> <p>(i) Four originals and two copies of the Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Four copies of the packing list identifying contents of each package</p> <p>(iii) One original of the manufacturer's or Supplier's Warranty</p>
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	<p>certificate covering all items supplied</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Installation Certificate to be issued in accordance with SCC 26 (GCC 26) below.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the Contract
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier (payments will not be made to any other party), as applicable under (A) or (B), shall be as follows:</p> <p><b>(A) Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in the Currency of Bid in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>On Delivery to Consignee:</b> Seventy Five (75) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GCC/SCC Clause 13 above and the Consignee receipt certificate <b>for 100% of Goods</b> by direct bank transfer to the Supplier's nominated bank account.</li> <li>(ii) <b>On Satisfactory Installation and Commissioning:</b> Twenty Five (25) percent of the Contract Price of Goods received shall be paid, within thirty (30) days of <b>Satisfactory Installation and Commissioning</b>, upon submission of an invoice (indicating United Nations Office for Project Services as the Purchaser on behalf Ministry of Health &amp; Family Welfare, Government of India; the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Satisfactory Installation and Commissioning Certificate issued by the Consignee.</li> </ul> <p>Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Government of India; the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the <b>Satisfactory Installation</b> Certificate issued by the Consignee.</p> <p><b>(B) Payment for Goods and Services supplied from within the</b></p>

	<p><b>Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:</p> <p>(i) <b>On Delivery to the Consignee:</b> Seventy Five (75) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GCC/SCC Clause 13 and the Consignee Receipt Certificate for 100% of Goods</p> <p>(ii) <b>On Satisfactory Installation and Commissioning :</b> Twenty Five (25) percent of the Contract Price of Goods received shall be paid, within thirty (30) days of <b>Satisfactory Installation and Commissioning</b>, upon submission of an invoice indicating United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Government of India; the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Certificate of satisfactory Installation issued by the Consignee.</p> <p><b>For A), and B) above:</b></p> <p>Notwithstanding the above, the issuance of an Installation and commissioning Certificate is without prejudice to the Purchaser's right for Inspection and Testing as mentioned in the schedule of requirements and the GCC and SCC.</p>
<b>GCC 16.5</b>	<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 4% of the Contract per annum.</p>
<b>GCC 18.1</b>	<p>a) Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10 % (ten per cent) of the total Contract Price valid up to minimum 90 days after the date of completion of all contractual obligations, including the Warranty obligations but excluding CMC services.</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 for 90 days over and above the extended warranty period.</p> <p>b) In addition, if the Purchaser/the Consignees/Government of India requires CMC services in accordance with article 12 of the GCC/SCC, within 21</p>

	<p>days of the notification by the Purchaser/the Consignees/ Government of India of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of India a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 12. This bank guarantee shall be in a format acceptable to the Purchaser/the Consignees/Government of India. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/Government of India, the Performance Security mentioned under art. 18.1 a) above will returned to the Supplier by the Purchaser.</p>
<p><b>GCC 18.2</b></p>	<p>Add the following at the end of Para</p> <p>If CMC requirement is notified to the Supplier by the Purchaser / GOI / Consignee as per SCC 12.2:</p> <p>Should the Supplier fail to provide the bank guarantee mentioned in SCC 18.1 b) above, and regardless of the reasons for such failure, the Performance Security mentioned in SCC 18.1 a) above will be payable to the Purchaser without the Purchaser needing to prove or to show grounds or reasons for such demand for the sum specified therein, and notwithstanding any objection by the Supplier.</p>
<p><b>GCC 18.3</b></p>	<p>Amend the paragraph as under:</p> <p>The performance security mentioned under SCC 18.1 a) above shall be in the form of a bank guarantee and the named Beneficiary shall be UNOPS. The Bank Guarantee shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser. The Bank Guarantee shall be in the format provided in the Bidding Documents.</p> <p>The bank guarantee mentioned in SCC 18.1 b) above shall be in a format acceptable to the Purchaser/the Consignees/Government of India.</p>
<p><b>GCC 18.4</b></p>	<p>The performance security mentioned under SCC 18.1 a) and b) above will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including the warranty and, if applicable, CMC obligations.</p>

<b>GCC 18 ( Additional clause 18.5)</b>	Add the following as Clause 18.5:  In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security mentioned under SCC art. 18.1 a), rendering the same valid for the duration of the Contract, as amended.
<b>SCC 21</b>	Subcontracting is not allowed.
<b>GCC 23.2</b>	Each package will be marked on three sides with proper paint/indelible ink, the following:  i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number vi) NACO SUPPLIES-NOT FOR SALE
<b>GCC 24.1</b>	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes. However, the Purchaser may decide to arrange the cargo Insurance on its own and sign the contract on CPT basis.
<b>GCC 25.1</b>	There are no Special Conditions of Contract applicable to GCC 25.1.
<b>GCC 26.1</b>	The inspections and tests shall be: as specified in the Schedule of Requirement ( Section VI) and SCC 26.2 Below.
<b>GCC 26.2</b>	The Purchaser may conduct the Inspections and Tests at any identified recognized laboratory at any time before the actual Delivery/Installation of Goods  Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and installed to the satisfaction of the Consignee, the Consignee will not issue the Satisfactory Installation and Commissioning Certificate.
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5% of the Contract Price per week or part thereof  The maximum amount of liquidated damages shall be: 10 % of the Contract Price
<b>GCC 28</b>	Without limitation of any other warranties stated in or arising under this Contract, the Supplier warrants and represents that the goods, drugs, equipment and/or services supplied are of the quality, quantity and description required by the Contract.

<b>GCC 28.3</b>	<p>(i) In partial modification of the provisions, the warranty period shall remain valid no less than 24 months from date of Satisfactory Installation and Commissioning of equipments. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>The consignees mentioned in the Schedule of Requirement ( Section VI)</p> <p>(ii) The Supplier shall provide the Consignee along with the delivery of the Goods, the location, detailed addresses, phone number etc. of Service centres as was specified in the Bid document, and as per the list submitted by the Supplier with the Bid. They should have spares as detailed available with each centre on replenishment basis i.e. the spares should be replaced in the inventory within a week of the usage of the same. At any point of time the spares parts should be adequate to take care of the warranty and CMC obligations.</p>
<b>GCC 28.5</b>	<p>Upon receipt of such notice, the Supplier shall, within a period of 7 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter.</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.”</p>
<b>GCC 28.6</b>	<p>The system should be serviced at site by technicians/engineers. Local technicians will be trained free of cost by the Supplier at the time of Installation at each site.</p>

## Section IX. Contract Forms

### Table of Forms

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# 1. 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:
  - (a) This Contract Agreement
  - (b) General Conditions of Contract
  - (c) Special Conditions of Contract
  - (d) Schedule of Requirements (including Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS
<hr/>					
<hr/>					

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]*

## 2. Performance Security

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

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

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>10</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>11</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

<sup>10</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>11</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

### **3. Bank Guarantee for Advance Payment**

**Deleted**

#### 4. PROFORMA FOR GOODS SATISFACTORY INSTALLATION CERTIFICATE

1. This is to certify that the good/s as detailed below has/have been received in good condition.

- a) Contact No:\_\_\_\_\_ date \_\_\_\_\_
- b) Description of the good/s:\_\_\_\_\_
- c) Sl. Number(s) of the good/s:\_\_\_\_\_
- d) Quantity:\_\_\_\_\_
- e) Name of the transporter:\_\_\_\_\_
- f) LR/RR NO \_\_\_\_\_ dated \_\_\_\_\_
- g) Name of the consignee:\_\_\_\_\_

2. The supplier has fulfilled his contractual obligation with regard to the following incidental services:

- a) Satisfactory Installation, Performance and start up of equipment.
- b) Furnishing of tools required for assembly and / or maintenance of the .....( Enter name of Equipment with model)
- c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
- d) Train ..... operators/users at each location in operating the equipment to the satisfaction of the consigned.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

Countersigned by:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

Phone No:

Fax NO:

#### NOTE

1. This certificate is to be filled up and issued by representative of the consignee which is to be duly stamped and countersigned by either Medical Superintendent or Chief Medical Officer of the hospital or blood bank or Project Director/Additional Project Director of the States AIDS Control Society. Name of the countersigning authority and their contact Phone /Fax Nos. are to be clearly mentioned.
2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax( +91-11-43508527) to UNOPS, 11 Golf Links, New Delhi-3

## INTERNATIONAL COMPETITIVE BIDDING

### Invitation for Bids (IFB)

Country –		India
Name of project	–	Third National HIV/AIDS Control Project
Brief description of the Goods –		CD4 Enumeration machines
IFB number	-	UNOPS India/NACO/CD4/26/2008

1. This invitation for bids follows the general procurement notice for this project that appeared in United Nations Development Business website on 16<sup>th</sup> April 2007.
  
2. The Ministry of Health & Family Welfare Government of India has received a grant from Global Fund to fight AIDS, Tuberculosis and Malaria (GFATM) towards the cost of Third National HIV/AIDS Control Project and it intends to apply part of the proceeds of this grant to payments under the contract for supply, Installation and commissioning of 60 CD4 Enumeration machines at different locations in India.
  
3. The United Nations Office for Project Services (UNOPS), acting as the Purchaser on behalf of Ministry of Health and Family Welfare, Govt. of India, New Delhi, now invites sealed bids from eligible bidders for the supply, Installation and commissioning of CD4 Enumeration machines
  
4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits* (May 2004 Edition) and is open to all bidders from eligible source countries as defined in the Guidelines.
  
5. Interested eligible Bidders may obtain further information from the UNOPS office and inspect the bidding documents at the address given in paragraph 8 below between 10:00 and 16:00 hrs on all working days.
  
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs. 4500 or Equivalent in USD. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi. The documents may be purchased from September 03, 2008 till 1200hrs on October 09, 2008, at the address mentioned in Paragraph 8. The

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- Bid document can also be viewed at websites [www.unops.org](http://www.unops.org) and [www.nacoonline.org](http://www.nacoonline.org) The bidders are allowed to use downloaded bid document provide that Rs 4500 (or Equivalent in USD) towards the cost of the bid document is paid at the time of submission of the Bid. The bids submitted without paying the above cost will be rejected. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids
7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on September 15, 2008 at 11 AM at the address given below. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders
  8. Bids must be delivered to the address below at or before 1400 hrs (Indian Standard Time) on October 09, 2008. All bids must be accompanied by a bid security as specified in the “Section VI – Schedule of Requirements” of the bidding documents. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives, who choose to attend at the address below at 1415 hrs (Indian Standard Time) on October 09, 2008.

**CHIEF OF PROCUREMENT**

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

## Annexure I

## CHECK LIST

SL No	Activity	Yes/No/NA	Page No. in the bid	Remark
1	(a)	Have you enclosed Bid Security for required amount?		
	(b)	Have you submitted Bid Security in the form of Bank Guarantee and as per the form provided in Section IV( Bidding Forms)?		
	(c)	If yes, have you given the validity of Bank Guarantee as per clause 21.2(f) of ITB		
	(d)	Have you mentioned the beneficiary of Bank Guarantee as UNOPS(do not mention additional wordings)		
	(e)	Have you submitted Bid Security in the form of irrevocable certified cheque or Demand draft in favour of UNOPS New Delhi and valid up to <b>28 days beyond the bids validity.</b>		
2	(a)	Have you enclosed Bid Form duly signed?		
	(b)	Have you enclosed Power of Attorney in favour of the signatory?		
3	(a)	Do you want to avail deemed export benefits? Pl see ITB 14.6 in Bid data Sheet		
	(b)	If yes, have you enclosed Form of Declaration regarding Deemed Export(provided in Section IV)		
4.		Have you submitted the certificate of incorporation of Manufacturer?		
5.		Have you enclosed documents establishing eligibility for the goods?		
6	(a)	Have you enclosed clause-by-clause commentary on the compliance of goods to purchaser's Technical specifications?		
	(b)	Have you enclosed a statement of deviations and exceptions on above?		
7.		Have you submitted testing protocols?		
8.		Have you submitted, the legal status, place of registration and principal place of business of the company or firm or partnership, etc.		

9.		If applicable, have you submitted document to establish that your product is registered any regulatory Authority.			
10.		Have you submitted details of experience and satisfactory past performance as asked for in clause 4 (A) (b) in Section III, as per the Performa for performance statement in Sec. IV of Bidding Document			
11.		Have you disclosed instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years? BDS (ITB 11.1 (h))			
12		Have you submitted the certificate showing your Turn Over certified by CA as required under 4 (A)(a) or 4 (B) (a) in Section III			
13		Have you submitted a certificate regarding actual Annual production capacity duly certified by chartered accountant as asked for in clause 4 (A)(b) in Section III?			
14		Have you submitted copies of audited financial statement for the last three years, with accompanying audit report as per clause 4 (A)(b) in Section III??			
15		Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
16		Have you submitted a write-up on your production capabilities?			
17	(a)	Have you indicated price(s) in the price schedule indicating the break up of cost?			
	(b)	Have you indicated price(s) for related services in the price schedule for related services indicating the break up of cost?			
18		If a joint venture company have you submitted Legally valid joint venture Agreement			
19		Have you submitted no deviation statement on commercial conditions?			
20	(a)	Have you confirmed that you agree with all terms and condition of the bid document?			
	(b)	If no, have you indicated deviations?			
21.		Have you kept validity of the offer as per the bid document?			

22.		Have you confirmed payment terms?			
23		Have you confirmed delivery period, as per bid document?			
24.		Have you submitted offer as per bid document?			
25.	(a)	Have you separately indicated in the price schedule, element for freight and insurance and other incidentals for delivery at site?			
	(b)	Have you clearly indicated the cost of cargo insurance so that award can be done on either CPT or CIP basis			
26.		Have you complied with the warranty declaration without any variation as per GCC Clause 28?			
27.		Have you quoted for the full quantity of Goods mentioned in the schedule/s offered.			
28.		Have you furnished documents establishing your eligibility & qualification as per clause 16, 17, 18 & 19 of ITB?			
29		Have agreed in all respect to clauses concerning:			
		a. Performance security (GCC Clause. 18)			
		b. Force majeure (GCC Clause 32)			
		c. Governing law (GCC Clause 9)			
		d. Taxes & Duties (GCC Clause 17)			
		e. Inspection & Tests (GCC Clause 26)			
30		Some of the clauses of the ITB are amended in Bid Data Sheet. Have you prepared the Bid Documents keeping in view			
		(a) The clauses in Bid Data Sheet which may amend or modify the clauses in ITB			
		(b) all the notified amendments			
		(c) Bid Document is duly page numbered and List of Contents			