

# Invitation to Bid (ITB)

## International Competitive Bidding for the

### SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF MEDICAL EQUIPMENT FOR HOSPITALS OF THE GOVERNMENT OF HARYANA

Name of Country- India

Name of Project- Procurement for STATE HEALTH SOCIETY, NRHM - HARYANA

ITB Number and Title- UNOPS-HAR-IPO-15-2012

<b>Date of issuance</b>	<b>August 03, 2012</b>
<b>Last date and time for seeking clarification</b>	<b>1700 Hrs. by August 17, 2012</b> Email Id: <a href="mailto:procurementinoc@unops.org">procurementinoc@unops.org</a>
<b>Last Date, Time and Place of Receiving of Bids</b>	<b>1400 Hrs. (IST) on August 24, 2012</b> at UNOPS India Operations Centre at 138 Sunder Nagar, New Delhi-110003
<b>Date, Time and Place of Bid Opening</b>	<b>1430 Hrs. (IST) on August 24, 2012</b> at UNOPS India Operations Centre at 138 Sunder Nagar, New Delhi-110003
[All times shown are as per the Indian Standard Time (IST)]	

1. UNOPS has been engaged by the State Health Society, NRHM- Haryana for the supply, installation, testing and commissioning (SITC), on their behalf, of Medical Equipment for Hospitals of the Government of Haryana.
2. UNOPS hereby invites bids from eligible and qualified Bidders for the supply of the goods and services as briefly described above and detailed elsewhere in this document.
3. Bidding will be conducted through the One Envelope **International Competitive Bidding** procedures specified in the UNOPS Procurement Manual, and is open to all eligible Bidders as defined in this Invitation to Bid (ITB).
4. Interested eligible Bidders may obtain further information by writing email to [procurementinoc@unops.org](mailto:procurementinoc@unops.org)
5. Qualifications requirements are specified in the ITB.
6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written Application at UNOPS India Operations Centre at 138 Sunder Nagar, New Delhi-110003 or to the following email address: [procurementinoc@unops.org](mailto:procurementinoc@unops.org) and upon payment of a non refundable fee of INR 5000 or USD 100. The method of payment will be by Demand Draft / Cashier's Cheque / Certified Cheque in favour of UNOPS payable at New Delhi-110003.

The Bid Documents can also be viewed at the website <http://www.unops.org/english/whatweneed/Pages/currentbusinessopportunities.aspx>. Cost towards

the Bid Documents downloaded, should be deposited in the form as indicated above. UNOPS will only evaluate bids of Bidders who have submitted the above cost.

The Bidders, who have downloaded the Bid Documents, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

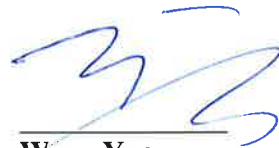
7. Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). **Late bids or bids not submitted at the designated address will be summarily rejected.** Bidders' representatives are invited to attend the bid opening. If you plan to attend, please advise UNOPS at least 24 hours in advance of the bid opening by sending an email to [procurementnoc@unops.org](mailto:procurementnoc@unops.org). Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer is available to all Bidders upon request. As soon as a contract award has been approved by all parties, the results will be posted on <http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>.
8. Please acknowledge receipt of this ITB by returning Form 1 (see Section IV, Bidding Forms) as far in advance of the bid opening date as possible, to email address [procurementnoc@unops.org](mailto:procurementnoc@unops.org), indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.
9. UNOPS strongly encourages all Bidders to subscribe to the **Tender Alert Service** available on the United Nations Global Market Place ([www.ungm.org](http://www.ungm.org)). This will allow Bidders to be notified automatically of all UNOPS business opportunities for the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the [UNGM Interactive Guide for Suppliers](#).

**Pre-cleared by:**



**Ram Trivedi**  
**Regional Procurement Advisor**  
**Bangkok**  
**Date: 03.08.2012**

**Approved by:**



**Wang Yue**  
**Regional Director, UNOPS-APO**  
**Bangkok**  
**Date: 03.08.2012**

# ITB for Procurement of Goods

## Summary

### **PART 1 – BIDDING PROCEDURES**

#### **Section I. Instructions to Bidders**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

#### **Section II. Bidding Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

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

This Section specifies the criteria to be used to determine the lowest priced substantially compliant bid, and the Bidder's qualification requirements to perform the contract.

#### **Section IV. Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

### **PART 2 – SUPPLY REQUIREMENTS**

#### **Section V. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

### **PART 3 – CONTRACT**

#### **Section VI. UNOPS General Conditions for Goods (GCG)**

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

#### **Section VII. Special Conditions for Goods (SCG)**

This Section includes clauses specific to each contract that modify or supplement Section VI, UNOPS General Conditions for Goods.

#### **Section VIII: Contract Forms**

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions for Goods, and the Special Conditions for Goods.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 UNOPS issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this Invitation to Bid (ITB) are <b>specified in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 UNOPS intends to apply a portion of the funds it has received from funding sources to eligible payments under the contract for which these Bidding Documents are issued. The name of the project is specified in the BDS.</p>
<b>3. Fraud and Corruption</b>	<p>3.1 It is UNOPS policy to require that Bidders, suppliers, and contractors and their subcontractors under UNOPS contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNOPS:</p> <ul style="list-style-type: none"> <li>(a) defines, for the purposes of this provision, the terms set forth below as follows:                             <ul style="list-style-type: none"> <li>(i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;</li> <li>(ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;</li> <li>(iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNOPS or other participants;</li> <li>(iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.</li> </ul> </li> <li>(b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;</li> <li>(c) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;</li> <li>(d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;</li> <li>(e) will normally require a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.</li> </ul> <p>3.2 Any vendor participating in UNOPS’ procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.</p> <p>3.3 Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and</p>

	<p>assignees of the supplier; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS’s list of registered suppliers.</p> <p>Information regarding Bid Protest can be found at:  <a href="http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx">http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx</a></p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions <b>specified in the BDS</b>. 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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNOPS 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</li> <li>(b) submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13. However, this does not limit the participation of subcontractors in more than one bid.</li> </ul> <p>4.3 A Bidder that is under a declaration of ineligibility by UNOPS in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is <b>specified in the BDS</b>.</p> <p>4.4 A firm that has been determined to be ineligible by UNOPS in relation to UNOPS suspended vendors shall be not be eligible to be awarded a contract.</p> <p>4.5 Bids may be submitted by a Joint Venture (JV). In the case of a JV:</p> <ul style="list-style-type: none"> <li>(a) The duly filled Form 4: Joint Venture Partner Information Form of Section IV, Bidding Forms must be included with the Bid; and</li> <li>(b) All parties to the JV shall be jointly and severally liable; and</li> <li>(c) The JV shall nominate a Representative who shall have the authority to conduct all businesses:             <ul style="list-style-type: none"> <li>- for and on behalf of any and all the parties of the JV during the bidding process; and</li> <li>- in the event the JV is awarded the Contract, during contract execution.</li> </ul> </li> </ul> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to UNOPS, as UNOPS shall reasonably request.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country unless <b>specified otherwise in the BDS</b>.</p> <p>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.</p> <p>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.</p>
<b>B. Contents of Bidding Documents</b>	
<b>6. Sections of Bidding Documents</b>	<p>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 Amendment issued in accordance with Instructions to Bidders Clause 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders</li> </ul>

	<ul style="list-style-type: none"> <li>• Section II. Bidding Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> </ul>
	<p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section V. Schedule of Requirements</li> </ul> <p><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VI. General Conditions for Goods (GCG)</li> <li>• Section VII. Special Conditions for Goods (SCG)</li> <li>• Section VIII. Contract Forms</li> </ul>
	<p>6.2 The Invitation to Bid issued by UNOPS is not part of the Bidding Documents.</p> <p>6.3 UNOPS is not responsible for the completeness of the Bidding Documents and their amendment, if they were not obtained directly from UNOPS.</p> <p>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.</p>
<b>7. Clarification of Bidding Documents</b>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at UNOPS's address <b>specified in the BDS</b>. UNOPS will respond in writing to any request for clarification, provided that such request is received no later than the number of business days specified <b>in the BDS</b> prior to the deadline for submission of bids. UNOPS 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 UNOPS deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Instructions to Bidders Clause 8 and Instructions to Bidders Sub-Clause 24.2.</p>
<b>8. Amendment of Bidding Documents</b>	<p>8.1 At any time prior to the deadline for submission of bids, UNOPS may amend the Bidding Documents by issuing amendment.</p> <p>8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNOPS.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids, pursuant to Instructions to Bidders Sub-Clause 24.2.</p>
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and UNOPS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<b>10. Language of Bid</b>	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UNOPS, shall be written in English, Spanish or French language. Any additional information regarding the language of bid is <b>specified in the BDS</b>. 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 <b>specified in the BDS</b>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;</li> <li>(b) Bid Security as <b>specified in the BDS</b>, in accordance with Instructions to Bidders Clause 21, if required;</li> <li>(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Instructions to Bidders Clause 22;</li> </ul>

	<p>(d) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder’s eligibility to bid;</p> <p>(e) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</p> <p>(f) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;</p> <p>(g) documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder’s qualifications to perform the contract if its bid is accepted.</p> <p>11.2 In addition to the documents stated in Paragraphs 11.1 (a) through (g) above, the Bidder shall submit additional documents in its bid as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>12. Bid Submission Form and Price Schedules</b>	<p>12.1 <b>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.</b></p> <p>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.</p>
<b>13. Alternative Bids</b>	<p>13.1 Unless otherwise <b>specified in the BDS</b>, alternative bids shall not be considered.</p>
<b>14. Bid Prices and Discounts</b>	<p>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.</p> <p>14.2 All lots and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.</p> <p>14.5 The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce, as <b>specified in the BDS</b>.</p> <p>14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country <b>as specified in the BDS</b>. Similarly, the Bidder may obtain insurance services from any eligible country <b>as specified in the BDS</b>. The place of destination is specified in the <b>BDS</b>.</p> <p>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 <b>specified in the BDS</b>. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to Instructions to Bidders Clause 30. However, if in accordance with the <b>BDS</b>, 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.</p> <p>14.8 If so indicated in Instructions to Bidders Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise <b>indicated in the BDS</b>, 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 Instructions to Bidders Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.</p>
<b>15. Currencies of Bid</b>	<p>15.1 The Bidder shall quote in Indian Rupees (INR) or any freely convertible currency.</p>
<b>16. Documents Establishing the</b>	<p>16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:</p>



<b>Eligibility of the Bidder</b>	(a) complete the Bid Submission Form, included in Section IV, Bidding Forms. (b) complete Form 4: Joint Venture Partner Information Form of Section IV, Bidding Forms, and provide all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.
<b>17. Documents Establishing the Eligibility of the Goods and Related Services</b>	17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
<b>18. Documents Establishing the Conformity of the Goods and Related Services</b>	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 V, 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 <b>specified in the BDS</b> following commencement of the use of the Goods by UNOPS. 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UNOPS 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 UNOPS's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
<b>19. Documents Establishing the Qualifications of the Bidder</b>	19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to UNOPS's satisfaction: (a) that, if <b>required in the BDS</b> , 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 Country of destination; (b) that, if <b>required in the BDS</b> , in case of a Bidder not doing business within the Country of destination, 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 for Goods and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
<b>20. Period of Validity of Bids</b>	20.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, UNOPS 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 Instructions to Bidders 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.

<b>21. Bid Security</b>	<p>21.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as <b>specified in the BDS</b>.</p> <p>21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees (INR) or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> <li>(a) at the Bidder’s option, be in the form of either a bank guarantee from a banking institution, or a demand draft, cashier’s cheque or irrevocable cheque certified by a banking institution;</li> <li>(b) be issued by a reputable institution selected by the Bidder. Reputable banking institutions have to be banks certified by the Central bank of the country to operate as commercial bank;</li> <li>(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;</li> <li>(d) be payable promptly upon written demand by UNOPS in case the conditions listed in Instructions to Bidders Clause 21.5 are invoked;</li> <li>(e) be submitted in its original form; copies will not be accepted;</li> <li>(f) remain valid for a period of days as <b>specified in the BDS</b> beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders Clause 20.2;</li> </ul> <p>21.3 If a Bid Security is required in accordance with Instructions to Bidders Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 21.1, shall be rejected by UNOPS as non-responsive.</p> <p>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 Instructions to Bidders Clause 44.</p> <p>21.5 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>(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 Instructions to Bidders Sub-Clause 20.2; or</li> <li>(b) if the successful Bidder fails to:             <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with Instructions to Bidders Clause 43;</li> <li>(ii) furnish a Performance Security in accordance with Instructions to Bidders Clause 44;</li> <li>(iii) accept the arithmetical correction in accordance with Instructions to Bidders Clause 33.</li> </ul> </li> </ul> <p>21.6 The Bid Security of a joint venture (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 shall be in the names of all future partners as named in the letter of intent mentioned in Section IV, Bidding Forms, JV Partner Information Form, Item 4.</p> <p>21.7 If a Bid Security is <b>not required in the BDS</b>, and</p> <ul style="list-style-type: none"> <li>(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 Instructions to Bidders 20.2, or</li> <li>(b) if the successful Bidder fails to: sign the Contract in accordance with Instructions to Bidders 43; or furnish a performance security in accordance with Instructions to Bidders 44.</li> </ul> <p>UNOPS may, <b>if provided for in the BDS</b>, declare the Bidder disqualified to be awarded a contract UNOPS for a period of time <b>as stated in the BDS</b>.</p>
<b>22. Format and Signing of Bid</b>	<p>22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the <b>BDS</b> and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>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.</p> <p>22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or</p>

	initialled by the person signing the Bid.
	<b>D. Submission and Opening of Bids</b>
<b>23. Submission, Sealing and Marking of Bids</b>	<p>23.1 Bidders may always submit their bids by mail or by hand. When so <b>specified in the BDS</b>, Bidders shall have the option of submitting their bids electronically.</p> <p>(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 Instructions to Bidders Clause 13, in separate sealed envelopes, duly marking the envelopes as <b>“ORIGINAL” and “COPY.”</b> 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 Instructions to Bidders sub-Clauses 23.2 and 23.3.</p> <p>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the <b>BDS</b>.</p> <p>23.2 The inner and outer envelopes shall:</p> <p>(a) Bear the name and address of the Bidder;</p> <p>(b) be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;</p> <p>(c) bear the specific identification of this bidding process indicated in Instructions to Bidders 1.1 and any additional identification marks as <b>specified in the BDS</b>; and</p> <p>(d) bear a warning not to open before the time and date for bid opening, in accordance with Instructions to Bidders Sub-Clause 27.1.</p> <p>23.3 If all envelopes are not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.</p>
<b>24. Deadline for Submission of Bids</b>	<p>24.1 Bids must be received by UNOPS at the address and no later than the date and time <b>specified in the BDS</b>.</p> <p>24.2 UNOPS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 8, in which case all rights and obligations of UNOPS and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>25. Late Bids</b>	<p>25.1 UNOPS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24. Any bid received by UNOPS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>26. Withdrawal, Substitution, and Modification of Bids</b>	<p>26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with Instructions to Bidders Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with Instructions to Bidders 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:</p> <p>(a) submitted in accordance with Instructions to Bidders Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked <b>“WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;”</b> and</p> <p>(b) received by UNOPS prior to the deadline prescribed for submission of bids, in accordance with Instructions to Bidders Clause 24.</p> <p>26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be returned unopened to the Bidders.</p> <p>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.</p>

<b>27. Bid Opening</b>	<p>27.1 UNOPS shall conduct the bid opening in public at the address, date and time <b>specified in the BDS</b>. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with Instructions to Bidders Sub-Clause 23.1, shall be as <b>specified in the BDS</b>.</p> <p>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.</p> <p>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, if required; and any other details as UNOPS 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 Instructions to Bidders Sub-Clause 25.1.</p> <p>27.4 UNOPS 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, 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 made available during a period of 30 (thirty) days starting from the deadline for submission of bids to all Bidders who submitted bids in time.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>28. Confidentiality</b>	<p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>28.2 Any effort by a Bidder to influence UNOPS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UNOPS on any matter related to the bidding process, it should do so in writing.</p>
<b>29. Clarification of Bids</b>	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, UNOPS 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 UNOPS shall not be considered. UNOPS’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 UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Clause 31.</p>
<b>30. Responsiveness of</b>	<p>30.1 UNOPS’s determination of a bid’s responsiveness is to be based on the contents of the</p>

<b>Bids</b>	<p>bid itself.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>31. Nonconformities, Errors, and Omissions</b>	<p>31.1 Provided that a Bid is substantially responsive, UNOPS may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p> <p>31.2 Provided that a bid is substantially responsive, UNOPS 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.</p> <p>31.3 Provided that the Bid is substantially responsive, UNOPS shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(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 UNOPS 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;</li> <li>(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</li> <li>(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.</li> </ul> <p>31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.</p>
<b>32. Preliminary Examination of Bids</b>	<p>32.1 UNOPS shall examine the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>32.2 UNOPS 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.</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form, in accordance with Instructions to Bidders Sub-Clause 12.1;</li> <li>(b) Price Schedules, in accordance with Instructions to Bidders Sub-Clause 12.2;</li> <li>(c) Bid Security, in accordance with Instructions to Bidders Clause 21, if applicable.</li> </ul>
<b>33. Examination of Terms and Conditions; Technical Evaluation</b>	<p>33.1 UNOPS shall examine the Bid to confirm that all terms and conditions specified in the GCG and the SCG have been accepted by the Bidder without any material deviation or reservation.</p> <p>33.2 UNOPS shall evaluate the technical aspects of the Bid submitted in accordance with Instructions to Bidders Clause 18, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.</p> <p>33.3 If, after the examination of the terms and conditions and the technical evaluation, UNOPS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.</p>
<b>34. Conversion to</b>	<p>34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed</p>

<b>Single Currency</b>	in amounts in various currencies into an amount in a single currency <b>specified in the BDS</b> , using the United Nations exchange rates established for the month in which the bids are opened.
<b>35. Domestic Preference</b>	35.1 Domestic preference shall not be a factor in bid evaluation.
<b>36. Evaluation of Bids</b>	36.1 UNOPS 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, UNOPS shall only use all the factors, methodologies and criteria defined in Instructions to Bidders Clause 36. No other criteria or methodology shall be permitted. 36.3 To evaluate a Bid, UNOPS shall consider the following: (a) evaluation will be done for Items or Lots, as <b>specified in the BDS</b> ; and the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3; (c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4; (d) adjustments due to the application of the evaluation criteria <b>specified in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria; 36.4 UNOPS’s evaluation of a bid will exclude and not take into account: (a) Customs duties and other import taxes, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid. 36.5 UNOPS’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with Instructions to Bidders 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 Instructions to Bidders 36.3 (d). 36.6 If so <b>specified in the BDS</b> , these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow UNOPS 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.
<b>37. Comparison of Bids</b>	37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 36.
<b>38. Post-qualification of the Bidder</b>	38.1 UNOPS 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 Instructions to Bidders 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 UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.
<b>39. UNOPS’s Right to Accept Any Bid, and to Reject Any or All Bids</b>	39.1 UNOPS 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.

<b>F. Award of Contract</b>	
<b>40. Award Criteria</b>	40.1 In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>41. UNOPS's Right to Vary Quantities at Time of Award</b>	41.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, 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.
<b>42. Publication of Contract Award</b>	<p>42.1 UNOPS shall publish in UNOPS website (<a href="http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx">http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx</a>) the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, UNOPS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.</p>
<b>43. Signing of Contract</b>	<p>43.1 Prior to the expiration of the period of bid validity, UNOPS shall send the successful Bidder the Contract and the Special Conditions for Goods.</p> <p>43.2 Within the number of days as specified in the BDS of receipt of the Contract, the successful Bidder shall sign, date, and return it to UNOPS.</p>
<b>44. Performance Security</b>	<p>44.1 Within the number of days as specified in the BDS of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.</p> <p>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. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.</p>

## 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. Whenever there is a conflict, the provisions herein shall prevail over those in Instructions to Bidders.

Instr. to Bidders Clause	<b>A. General</b>
1.1	<p>The identification number of the ITB is: <i>UNOPS-HAR-IPO-15-2012</i>.</p> <p>The type of Goods and Related Services to be purchased is: <i>SUPPLY, INSTALLATION, TESTING AND COMMISSIOING (SITC) OF MEDICAL EQUIPMENT FOR HOSPITALS OF THE GOVERNMENT OF HARYANA</i></p> <p><u>The Beneficiary is: STATE HEALTH SOCIETY, NRHM - HARYANA.</u></p>
2.1	<p>The name of the Project is: <i>Procurement for STATE HEALTH SOCIETY, NRHM - HARYANA</i></p>
3.1	<p>Add the following:</p> <p>The bidder shall strictly follow the <b>Ethical standards of UNOPS suppliers which can be found at <a href="http://www.unops.org/english/whoweare/Pages/UNOPSethics.aspx">http://www.unops.org/english/whoweare/Pages/UNOPSethics.aspx</a></b></p>
4.1	<p>There is no restriction and all countries are eligible.</p>
4.3	<p>Bidders shall not be eligible to submit a bid when at the time of bid submission:</p> <ol style="list-style-type: none"> <li>1. Suppliers are already suspended by UNOPS; or</li> <li>2. Supplier’s names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or</li> <li>3. Suppliers are suspended by the UN Procurement Division (UNPD); or</li> <li>4. Suppliers have been declared ineligible by the World Bank (see <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>).</li> </ol>
<b>B. Contents of Bidding Documents</b>	
6.1	<p>Bidders are cautioned to read the specifications carefully (see Schedule V - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer’s product. Bidders are encouraged to advise UNOPS, if they disagree.</p> <p>The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.</p>
7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, UNOPS’s address is:</p> <p><i>Director</i>                  UNOPS, INOC                  138, Sunder Nagar, New Delhi – 110 003                  India                  Telephone: +91-11-3041 7400/500                  Facsimile number: +91-11-2432 8400/401                  Electronic mail address: <i>procurementinoc@unops.org</i></p>



	UNOPS will respond in writing to any request for clarification, provided that such request is received no later than <i>seven (7)</i> days prior to the deadline for submission of bids.
	<b>C. Preparation of Bids</b>
<b>10.1</b>	The language of the bid is: <b>English.</b>
<b>11.1 (b)</b>	A Bid Security shall be required. Validity of the bid security to be up to minimum 15 days beyond the expiry date of validity of bid.
<b>13.1</b>	Alternative Bids shall not be considered.  Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply: <ul style="list-style-type: none"> <li>• All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated</li> <li>• All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.</li> </ul>
<b>14.5</b>	The Incoterms edition is: “ <i>Incoterms 2010</i> ”.
<b>14.6</b>	All countries are eligible.  Place of Destination: CPT final destination as specified in Section V – Schedules of Requirements.
<b>14.7</b>	The prices quoted by the Bidder shall not be adjustable.
<b>14.8</b>	Prices quoted for each schedule shall correspond at least to 100 % of the quantities specified for each schedule.  Bidders are allowed the option to submit the Bid for any one or more schedules specified in the Schedule of Requirements, see Section V, and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each schedule on a single responsibility basis. Incomplete offers for the quoted schedules will be rejected.
<b>15.1</b>	<b>The Bidder is required to quote in Indian Rupees (INR) or any freely convertible currency.</b>
<b>16(b)</b>	In addition to the document stated in Paragraphs 16 (b) the following documents must be included with the Bid:  Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners.
<b>18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts):  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 <i>7 years</i> following commencement of the use of the Goods by the GOVT. OF HARYANA or its end users/consignees.
<b>19.1 (a)</b>	For non-manufacturer bidders, Manufacturer’s authorization is required.
<b>19.1 (b)</b>	After sales service is required.
<b>20.1</b>	<b>The bid validity period shall be 90 days.</b>
<b>21.1</b>	Bid shall include a Bid Security in original in favour of UNOPS, 138 Sunder Nagar, New Delhi – 110003 (issued by a bank) as per the form included in Section IV Bidding Forms.
<b>21.2</b>	The amount of the Bid Security shall be equivalent to as specified in Section V – Schedules of Requirements.

	In the event of Bidders submitting the Bid Security in the form of a cheque or demand draft in favour of UNOPS, New Delhi, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the cheque or demand draft during the required validity period.
<b>22.2</b>	<b>Bids must contain a Power of Attorney in the name of the person duly authorized to sign the Bid on behalf of the Bidder is required.</b>
	<b>D. Submission and Opening of Bids</b>
<b>23.1</b>	Bidders shall have the option of submitting their bids electronically.
<b>23.1 (b)</b>	<p>The electronic bidding submission procedures shall be:</p> <p>Apart from the Bid Security which shall be submitted in original (unless not required in accordance with Instructions to Bidders Clause 21.1), Bidders' bid may be submitted electronically. A bid sent by email may only be sent to the secure bid email address [<b>bidsipo@unops.org</b>] and must indicate the ITB reference number in the subject. Bids sent or copied to any other email address will be declared invalid. Bids sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email. In order to avoid last minute line congestion, please note the following:</p> <ul style="list-style-type: none"> <li>- Send your Bid as early as possible before the deadline;</li> <li>- Send only the duly completed Bidding Documents to the secure email address.</li> </ul> <p>Do not send other large documents by email such as commercial brochures as these documents should accompany the original hard copy of your Bid, which must be received within five (5) business days from the Bid Receipt deadline;</p> <ul style="list-style-type: none"> <li>- If the size of the email is likely to exceed 8 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;</li> <li>- <b>UNOPS takes no responsibility for effective delivery of the electronic document and bidders are encouraged to prefer the submission by courier or by hand.</b></li> </ul>
<b>23.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:</p> <ul style="list-style-type: none"> <li>- bear the name and address of the Bidder as well as the ITB reference number;</li> <li>- be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;</li> <li>- bear a warning "Not to be opened by registry";</li> <li>- if the envelope is not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.</li> </ul>
<b>24.1</b>	<p>For bid submission purposes, UNOPS's address is:</p> <p><i>Director</i>                  UNOPS, INOC                  138, Sunder Nagar, New Delhi – 110 003                  India</p> <p>The deadline for the submission of bids is:                  Date: <b>August 24, 2012</b>                  Time: <b>1400 Hrs. (IST)</b></p>
<b>25.1</b>	Late bids submitted electronically will be rejected pursuant to 25.1 and Bidders will be notified accordingly.
<b>27.1</b>	The bid opening shall take place at:

	UNOPS, INOC 138, Sunder Nagar, New Delhi – 110 003 India  Date: <b>August 24, 2012</b> Time: <b>1430 Hrs. (IST)</b>  Bids received electronically by the required deadline will be printed and a copy of the Bids will be put in a sealed envelope that will be opened at the time and date specified in Instructions to Bidders, Sub-Clause 24.1. If multiple Bids are sent by a same Bidder, only the last received Bid will be opened.
<b>E. Evaluation and Comparison of Bids</b>	
<b>30.2</b>	UNOPS considers material deviation to include but not to be limited to the following situations: <ol style="list-style-type: none"> <li>1. <u>During preliminary examination of bids (verification of formal criteria):</u> <ul style="list-style-type: none"> <li>- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period</li> <li>- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.</li> <li>- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc..</li> <li>- Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.</li> </ul> </li> <li>2. <u>During technical evaluation of bids and qualification of Bidders:</u> <ul style="list-style-type: none"> <li>- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.</li> <li>- Bidders do not meet the minimum post-qualification requirements.</li> </ul> </li> <li>3. <u>During financial evaluation of bids:</u> <ul style="list-style-type: none"> <li>- The Bidder does not accept the required price correction as per ITB conditions.</li> <li>- The Bidder offers less quantity than what is required.</li> </ul> </li> </ol>
<b>34.1</b>	<b>Bid prices expressed in different currencies shall be converted into an amount in Indian Rupees (INR) using the United Nations exchange rates established for the month in which the bids are opened.</b>
<b>36.3(a)</b>	Evaluation will be done schedule wise.  Bids will be evaluated for each schedule and in the event of a Contract; the Contract will comprise the schedule(s) awarded to the successful Bidder.
<b>36.3(d)</b>	UNOPS's evaluation of a bid will exclude and not take into account: <ol style="list-style-type: none"> <li>(a) Any allowance for price adjustment during the period of execution of contract, if provided in the bid.</li> </ol>
<b>37</b>	Bid comparison will be made on the total cost, delivered to final destination. UNOPS reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of Bidders being found less competitive than rates offered by freight forwarders, UNOPS may issue a Contract on FCA basis to the Vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of UNOPS.
<b>F. Award of Contract</b>	
<b>40.1</b>	In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

	<p>Prior to contract award, the successful Bidder(s) may be requested to send prototype of the requested products to the end-user. The cost for sending the prototype will be at the charge of the Bidder.</p> <p>Before the award of Contract, UNOPS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.</p>
<b>41.1</b>	The maximum percentage by which quantities may be increased is: <i>20 (twenty) %</i> . The maximum percentage by which quantities may be decreased is: <i>20 (twenty) %</i> .
<b>43.2</b>	The successful Bidder shall sign, date and return the Contract to UNOPS within <i>14 (fourteen) days</i> .
<b>44.1</b>	The successful Bidder shall furnish the Performance Security within <i>14 (fourteen) days</i> of receipt of the Notification of Award.

# Section III. Evaluation and Qualification Criteria

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## 1. Evaluation Criteria (Instructions to Bidders 36)

UNOPS's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with the Instructions to Bidders Sub-Clause 14.6, one or more of the following factors as specified in the Instructions to Bidders Clause 36 and in BDS referring to Instructions to Bidders Clause 36, using the following criteria and methodologies.

- 36.1 UNOPS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. Price evaluation will be taken up only for bids that are technically compliant.
- 36.2 To evaluate a Bid, UNOPS shall consider the following:
- (a) Evaluation will be done for each schedule.
  - (b) Price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;
  - (c) Price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;
  - (d) Net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 5 (five) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year, provided that wherever the Technical Specifications lay down a different CMC period, the latter shall prevail;
  - (e) The availability in India of spare parts and after-sales services for the equipment offered in the bid;
- 36.3 UNOPS's evaluation of a bid will exclude and not take into account:
- (a) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

## 2. Multiple Contracts (Instructions to Bidders 36.6)

Not Applicable

## 3. Post-qualification Requirements (Instructions to Bidders 38.2)

After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, UNOPS shall carry out the post-qualification of the Bidder in accordance with Instructions to Bidders 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. **When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods (in Form 9- Manufacturer Authorization Form in Section IV) who meets the criteria below and all supporting documents/information as asked below for the Bidder shall also be submitted for the manufacturer with the Bid:**

- (a) **Financial Capability:**  
The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
  - The Bidders who are manufacturers should have annual sales turnover of minimum 3 times the value of the Goods as quoted for the schedule in any two (non-cumulatively) of the last five years to qualify for that schedule. To qualify for multiple schedules the requirement shall be cumulative.
  - For non-manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder should have annual sales turnover of minimum thrice the value as quoted for the

schedule, in any one of the last three years to qualify for that schedule. To qualify for multiple schedules the requirement shall be cumulative.

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

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

The manufacturer whose product is offered by the bidder must have manufactured and supplied the specific Goods to the extent of at least twice of the quantity indicated under “Section III, Schedule of Requirements” in any two of the last three calendar years (cumulatively). There should not be any adverse report regarding the supplies for at least three years preceding the date of bid opening.

- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services to the extent of at least *twice* the quantities indicated in the Schedule of Requirements in any one of the last three (3) years. The Goods must be in satisfactory operation.
- The offered equipment must be from manufacturers adhering to the ISO 9001 and 9002 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognised inspection company. Quality certification systems equivalent to ISO 9000 will be considered.
- Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the Goods supplied by the Bidder.
- Bidders shall furnish data to support that they or their manufacturer have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.
- Bidder should be in continuous business of manufacturing or supplying, as the case may be, the specific product as specified in the ‘Schedule of requirement’ during the last 2 (two) years and similar products during the last 4 (four) years prior to bid opening.
- Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments (suggested form given in Section II, Bidding Forms, Form 10: Performance Statement Form.
- Brief write-up, backed with adequate data, explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.
- Confirmation that all the facilities exist in the Bidder's factory for inspection and testing and these will be made available to UNOPS or his representative for inspection.

**(c) Warranty, Spare parts**

- Warranty and its scope should be clearly indicated by the manufacturer.
- Availability of spare parts in India for the next 7 years and details of the after sales service centre in India should be clearly mentioned by the Bidder.
- Authenticated copies of the process and product standards, including product-specific safety standards, should be essentially provided with the bid.

**Past performance:**

- (d) The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see Section II, Bidding Forms, Form 11). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) 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. Bidders are encouraged to submit Satisfactory Performance Certificates from past consignees who may also be contacted during evaluation for assessing past performance.

**(e) Additional Requirement:**

- Certification of incorporation of the Bidder and Manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc
- Detailed description of the Goods essential technical and performance characteristics.
- For non-manufacturer Bidders only (this excludes agents quoting in the name of a manufacturer): Legally enforceable authorization from the manufacturer in the prescribed Form (see Section II, Form 9) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
- Proper authorization from the manufacturer for Bids being submitted by Agents.

Notwithstanding anything stated above, UNOPS 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 contracts, inordinate delays in completion, litigation history, financial failures etc.



## Section IV. Bidding Forms

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# 1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNOPS  
India Operations Centre  
138, Sunder Nagar,  
New Delhi – 110 003

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Fax/email: 2432 8400/401  
procurementinoc@unops.org

Subject: ITB, UNOPS case no.: [UNOPS-HAR-IPO-15-2012] – Project no. [00072133]

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- The requested products are not within our range of supply
- We are unable to submit a competitive offer for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly but through distributors
- We have no after-sales service available
- The person handling the bids is away from the office
- Others (please specify)
- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

**If UNOPS has questions to the bidder concerning this NO BID, UNOPS should contact Mr./Ms. \_\_\_\_\_, phone/email \_\_\_\_\_, who will be able to assist.**

## 2. Check-List Form

*[Please fill in and include with your Bid]*

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed all the Bidding Forms provided in Section IV?; i.e.:			
<b>Form 1</b> : Bid / No bid Confirmation			
<b>Form 3</b> : Bidder Information			
<b>Form 4</b> : Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.5			
<b>Form 5</b> : Bid Submission Form			
<b>Form 6</b> : Price Schedule			
<b>Form 7</b> : Technical Specification Compliance Confirmation (Comparative Data Table)			
<b>Form 8</b> : Bid Security (in the correct form, and indicating the correct amount and correct validity period)			
<b>Form 9</b> : Manufacturer' Authorization			
<b>Form 10</b> : Performance Statement			
<b>Form 11</b> : No Adverse Action Confirmation Form			
<b>Form 12</b> : Annual Turnover Statement with supporting documents			
<b>Form 13</b> : Annual Production Statement with supporting documents			
Have you provided the information as per Instructions to Bidders and BDS Sub-Clauses?			
- 18.3: List of particulars for spare parts			
- 22.2: Power of Attorney in favour of the signatory of the Bid.			
Have you provided the required information for post-qualification purposes (Section III), including supporting documents/information for the Bidder <b>and the manufacturer</b> if you are a non-manufacturer bidder?; i.e.:			
- Financial capability related documents			
- Experience and technical capacity related documents			
- Additional requirements			

### 3. 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]*

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

#### 1. Expertise of Organization:

**Please fill in**

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

#### 2. Quality Assurance Certification:

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

#### 3. Expertise of Staff:

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

#### 4. Client Reference List:

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

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

#### 5. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	
Tel Number (direct)	
Email address (direct):	

PS: This person must be available during the next two weeks following receipt of bid

## 4. 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]*

ITB 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 Part 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 Instructions to Bidders Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

## 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]*

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

Invitation to Bid No.: *[insert No of ITB]*

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 Amendment No.: \_\_\_\_\_ *[insert the number and issuing date of each Amendment];*
- (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 Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders 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 Instructions to Bidders Clause 44 and GCG Clause 12 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from 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 Instructions to Bidders 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 UNOPS, in accordance with Instructions to Bidders Sub-Clause 4.3;
- (j) 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]*

## 6. Price Schedule Form

[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 UNOPS in the Schedule of Requirements.]

### BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):

Schedule No.	DESCRIPTION	QTY. (in Nos.)	Manufacturer/ Supplier/ Agent	Country of Origin	Manufactured by	Currency	UNIT CPT PRICE Final Destination*	TOTAL CPT PRICE Final place of destination*	Taxes/Duties**				TOTAL GOODS PRICE inclusive of all Tax/Duty***
									Excise Duty	Custom Duty	VAT	CST	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = (c) x (h)	(j)	(k)	(l)	(m)	(n) = (i) + (j) + (k) + (l) + (m)
1	<b>Anaesthesia Workstation</b>	2											
	CMC Charges for Year1 after completion of warranty of two years	2											
	CMC Charges for Year2 after completion of warranty of two years	2											
	CMC Charges for Year3 after completion of warranty of two years	2											
	CMC Charges for Year4 after completion of warranty of two years	2											
	CMC Charges for Year5 after completion of warranty of two years	2											
2	<b>C-Arm Image Intensifier</b>	1											
	CMC Charges for Year1 after completion of warranty of two years	1											
	CMC Charges for Year2 after completion of warranty of two years	1											
	CMC Charges for Year3 after completion of warranty of two years	1											
	CMC Charges for Year4 after completion of warranty of two years	1											
	CMC Charges for Year5 after completion of warranty of two years	1											



**BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):**

Schedule No.	DESCRIPTION	QTY. (in Nos.)	Manufacturer/ Supplier/ Agent	Country of Origin	Manufactured by	Currency	UNIT CPT PRICE Final Destination*	TOTAL CPT PRICE Final place of destination*	Taxes/Duties**				TOTAL GOODS PRICE inclusive of all Tax/Duty***
									Excise Duty	Custom Duty	VAT	CST	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = (c) x (h)	(j)	(k)	(l)	(m)	(n) = (i) + (j) + (k) + (l) + (m)
<b>3</b>	<b>Defibrillator with Monitor</b>	<b>1</b>											
	CMC Charges for Year1 after completion of warranty of two years	<b>1</b>											
	CMC Charges for Year2 after completion of warranty of two years	<b>1</b>											
	CMC Charges for Year3 after completion of warranty of two years	<b>1</b>											
	CMC Charges for Year4 after completion of warranty of two years	<b>1</b>											
	CMC Charges for Year5 after completion of warranty of two years	<b>1</b>											
<b>4</b>	<b>Hydraulic Table</b>	<b>6</b>											
	CMC Charges for Year1 after completion of warranty of two years	<b>6</b>											
	CMC Charges for Year2 after completion of warranty of two years	<b>6</b>											
	CMC Charges for Year3 after completion of warranty of two years	<b>6</b>											
	CMC Charges for Year4 after completion of warranty of two years	<b>6</b>											
	CMC Charges for Year5 after completion of warranty of two years	<b>6</b>											
<b>5</b>	<b>Hydraulic OT Table with Ortho Attachments</b>	<b>2</b>											
	CMC Charges for Year1 after completion of warranty of two years	<b>2</b>											

**BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):**

Sche dule No.	DESCRIPTION	QTY. (in Nos.)	Manufacturer/ Supplier/ Agent	Country of Origin	Manufactured by	Currency	UNIT CPT PRICE Final Destination*	TOTAL CPT PRICE Final place of destination*	Taxes/Duties**				TOTAL GOODS PRICE inclusive of all Tax/Duty***
									Excise Duty	Custom Duty	VAT	CST	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = (c) x (h)	(j)	(k)	(l)	(m)	(n) = (i) + (j) + (k) + (l) + (m)
	CMC Charges for Year2 after completion of warranty of two years	2											
	CMC Charges for Year3 after completion of warranty of two years	2											
	CMC Charges for Year4 after completion of warranty of two years	2											
	CMC Charges for Year5 after completion of warranty of two years	2											
<b>6</b>	<b>Ceiling OT Light (Double Dome)</b>	<b>4</b>											
	CMC Charges for Year1 after completion of warranty of two years	4											
	CMC Charges for Year2 after completion of warranty of two years	4											
	CMC Charges for Year3 after completion of warranty of two years	4											
	CMC Charges for Year4 after completion of warranty of two years	4											
	CMC Charges for Year5 after completion of warranty of two years	4											
<b>7</b>	<b>Mortuary Chamber 4 bodies</b>	<b>1</b>											
	CMC Charges for Year1 after completion of warranty of two years	1											
	CMC Charges for Year2 after completion of warranty of two years	1											
	CMC Charges for Year3 after completion of warranty of two years	1											

**BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):**

Schedule No.	DESCRIPTION	QTY. (in Nos.)	Manufacturer/ Supplier/ Agent	Country of Origin	Manufactured by	Currency	UNIT CPT PRICE Final Destination*	TOTAL CPT PRICE Final place of destination*	Taxes/Duties**				TOTAL GOODS PRICE inclusive of all Tax/Duty***
									Excise Duty	Custom Duty	VAT	CST	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = (c) x (h)	(j)	(k)	(l)	(m)	(n) = (i) + (j) + (k) + (l) + (m)
	CMC Charges for Year4 after completion of warranty of two years	1											
	CMC Charges for Year5 after completion of warranty of two years	1											
8	<b>Portable Compact Mobile Lab</b>	5											
	CMC Charges for Year1 after completion of warranty of two years	5											
	CMC Charges for Year2 after completion of warranty of two years	5											
	CMC Charges for Year3 after completion of warranty of two years	5											
	CMC Charges for Year4 after completion of warranty of two years	5											
	CMC Charges for Year5 after completion of warranty of two years	5											

\* **CPT Price of the equipment shall include cost of goods, Supply, Installation, Commissioning and warranty for Medical Equipment**

\*\* **There shall be no exemption from any applicable tax/duty; nature and amount of each tax / duty (i.e. VAT, CST, Excise Duty, Custom Duty) component should be clearly specified.**

\*\*\* **The Contract Price for a successful bidder shall be limited to the TOTAL GOODS PRICE in column (n).**

**NOTE :**

- 1) The price quoted in one schedule should be in one currency only.
- 2) If CMC column is left blank, then it will be assumed that the CMC is free of cost.

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB	
<p>PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS <b>WITHIN THE REQUIRED BID VALIDITY PERIOD</b> , THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED IN SCHEDULE OF REQUIREMENT.</p>	
<p><i>Exact name and address of company</i></p> <p>COMPANY NAME _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>PHONE NO. _____ FAX NO. _____</p> <p>EMAIL ADDRESS OF CONTACT PERSON _____</p> <p>OTHER EMAIL ADDRESSES _____</p>	<p>_____</p> <p><b>AUTHORIZED SIGNATURE</b>                      <b>DATE</b></p> <p>_____</p> <p>NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)</p> <p>_____</p> <p>FUNCTIONAL TITLE OF SIGNATORY</p> <p><b>WEB SITE</b> _____</p>

## 7. Technical Specification Form

### (Comparative Data Table)

Bidders must complete the right column of the table and the compliance confirmation statement as included in Section V - Schedule of Requirements; Technical Specifications.

Schedule Nos. 1 to 8

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES                      NO

**ANY DEVIATIONS MUST BE LISTED BELOW:**

-----

## 8. Bid Security (Bank Guarantee) Form

*[Insert: No Bid Security is requested or 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 UNOPS]*

**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 to Bid No. *[ITB number]* ("the ITB").

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 UNOPS 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's Bid.

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)]*

## 9. Manufacturer's Authorization Form

*[Insert: : Manufacturer's Authorization is not required or 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]*  
ITB No.: *[insert number of bidding process]*  
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of UNOPS]*

### 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 13 of the General Conditions for Goods, 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]*

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

## 10. Performance Statement Form

(for the period of the last five years)

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

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 -----

To be attached: Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.



## 11. No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

*(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)*

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation with stamp \_\_\_\_\_  
Date \_\_\_\_\_

## 12. Annual Turnover Statement Form

Name of Bidder :

### 1. ANNUAL TURNOVER DATA (For Supplier)

Turnover Details (Currency: _____)	Financial Year				
	2010-11	2009-10	2008-09	2007-08	2006-07
Turnover from Selling of Goods only					

### 2. ANNUAL TURNOVER DATA (For Manufacturer)

Turnover Details (Currency: _____)	Financial Year				
	2010-11	2009-10	2008-09	2007-08	2006-07
Turnover from Selling of Goods only					

**Note:** The audited balance sheets for the last five years shall be submitted. In case the balance sheet does not clearly show the turnover from selling of goods only, a certificate from Chartered Accountant certifying turnover from selling of goods out of total turnover shall be submitted.

### 13. Annual Production Statement Form

Name of Bidder :

**ANNUAL PRODUCTION DATA (For Manufacturer for last five years)**

Production Details (Quantity: _____)	Financial Year				
	2010-11	2009-10	2008-09	2007-08	2006-07
Production of specific Goods quoted in schedule					
Production of similar Goods					

**Note:** In case the bidder is supplier, the annual production data of the Manufacturer to be provided with documents validating the production capacity along with the bid.

## Section V. Schedule of Requirements

### Table of Contents

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2. List of Related Services and Delivery & Completion Schedule	47
3. Technical Specifications	50
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5. Inspections and Tests	67

<b>1. List of Goods and Consignee-wise Distribution</b>
---------------------------------------------------------

**LIST OF GOODS**

Schedule No.	Description of Goods	Quantity (in number)	Bid Security in INR	Bid Security in USD
1	Anaesthesia Workstation	2	30,000	600
2	C-Arm Image Intensifier	1	15,000	300
3	Defibrillator with Monitor	1	15,000	300
4	Hydraulic Table	6	15,000	300
5	Hydraulic OT Table with Ortho Attachments	2	15,000	300
6	Ceiling OT Light (Double Dome)	4	30,000	600
7	Mortuary Chamber 4 Bodies	1	15,000	300
8	Portable Compact Mobile Lab	5	30,000	600

### Consignee-Wise Quantity Distribution

Schedule No.	Description of Goods	Quantity (in number)	Consignee
1	Anaesthesia Workstation	2	General Hospital, Panchkula
2	C-Arm Image Intensifier	1	General Hospital, Panchkula
3	Defibrillator with Monitor	1	General Hospital, Panchkula
4	Hydraulic Table	6	General Hospital, Panchkula
5	Hydraulic OT Table with Ortho Attachments	2	General Hospital, Panchkula
6	Ceiling OT Light (Double Dome)	4	General Hospital, Panchkula
7	Mortuary Chamber 4 Bodies	1	General Hospital, Panchkula
8	Portable Compact Mobile Lab	5	<u>PHC/CHC</u> 1. Naraingarh Ambala (Qty. 1) 2. Ballabgarh, Faridabad (Qty. 1) 3. Tohana, Fatehabad (Qty. 1) 4. Sohana, Gurgaon (Qty. 1) 5. Bahadurgarh, Jhajjar (Qty. 1)

## **2. List of Related Services and Delivery & Completion Schedule**

### **List of Related Services:**

#### **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) Performance or supervision of the assembly, installation and/or start-up of the supplied equipment
- (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 supplied equipment at the time of delivery
- (d) After sales service centre should be available at/near to the location 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 Haryana, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years 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 CMC period for preventive maintenance.
- (f) Training of the Purchaser's personnel, on-site, in assembly, start up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation of Equipment.

#### **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.

- (b) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

### **Delivery & Completion Schedule:**

- i. Delivery to all Consignees within 60 days from the date of issue of the Purchase Order; See Note below.**

***Note: At the time of award of contract, successful bidders will be given 10 additional days time to visit the site and assess the site preparedness requirement. This is exclusive of and in addition to, the delivery period specified above.***

- ii. Installation, training & commissioning:**

Installation, Training (Paramedics and end users on proper usage of equipment and maintenance) and Commissioning as per the **Consignee Distribution List within 30 days** from the respective dates of delivery of the goods. See Note below.

***Note: While installation at the designated site/location and commissioning will be the responsibility of the supplier, basic readiness of the site enabling such installation will be the responsibility of the consignee***

### **Terms of Delivery**

CPT final destination as per Consignee Distribution List provided in List of Goods (also see note below). **Cargo insurance during transit will be provided by UNOPS.**

**Note:**

- a) The responsibility of arranging all required documents, including Custom clearance (if applicable), Road Permits etc. is of the Supplier.
- b) Installation of Medical Equipment will be at the Govt. Hospitals as per the Consignee Distribution List.
- c) Training on Medical Equipment at government hospitals as per the Consignee Distribution List; however with the prior approval of the consignee(s), training for more than one centre can be organized together at one location.

**NOTE:**

- 1.) The Consignee Receipt Certificate (CRC) will be issued to the Supplier within 72 hours of the delivery at the Consignee address.
- 2.) Liquidated Damages (LD) will be calculated separately on: (1) delay in the delivery of the Goods to the consignees; and (2) delay in installation, training & commissioning, attributable to the supplier, and not for reasons not attributable to the Supplier.
- 3.) With regard to charge of liquidated damages (LD) for delay in delivery of goods, the onus of proof will be on the supplier for establishing that delays were not due to



reasons attributable to him, whereas in post-delivery installation, in case of delay, assumption of non-readiness of site at consignee locations shall ordinarily prevail unless there is specific evidence /information/material to the contrary.

**Note :-**

***1. Functional demonstration of all the offered goods shall be required to be arranged by the bidder, at his cost, before the Bid Evaluation Committee for technical evaluation, as when requested to do so by the Bid Evaluation Committee.***

***2. Please note that the functional demonstration of the equipment is purely at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.***

### 3. Technical Specifications

#### Schedule : 1

#### Anesthesia Workstation

1. Anesthesia machine complete with
  - a. Anesthesia gas delivery system
  - b. Circle absorber system
  - c. Precision vaporizer for halothane, isoflurane
  - d. Anesthesia ventilator
  - e. Monitoring system to monitor ECG, EtCO<sub>2</sub>, Pulse Oximeter and airway pressure. NIBPm rectal & skin temperature.
2. Essential accessories to make the system complete
3. Storage drawers should be present.

#### Anesthesia Gas Delivery System:

1. Should have provisions for delivery of oxygen, nitrous oxide and medical air with pressure gauges.
2. Should have independent attachments for connecting central gas supply and pin indexed cylinders. Should have provision for attaching ½ cylinders of O<sub>2</sub> and N<sub>2</sub>O
3. Oxygen and Nitrous Oxide should be linked either mechanically or pneumatically to a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture.
4. Should have audio visual Oxygen failure warning system with nitrous oxide cut off.
5. Should have back bar which is ISO pin type to attach vaporizer easily.
6. Should have supplied with necessary attachments for use of the breathing circuits )Bains, and closed circuits etc.
7. Should have op shelf to keep monitors and a tabletop to keep anesthetic drugs.
8. IEC machine should possess battery backup for electrical components.
9. Castor wheels should be durable and moisture resistant & smooth, electrostatic, material.
10. The Anesthesia machine frame should be made of rust proof material/ Stainless material.
11. Silicone cushion high quality, adult and Pediatrics face mask of four different sizes – 2 such size.
12. Emergency O<sub>2</sub> flush.

#### Standard Circle Absorber System:

1. Should have adjustable pressure limiting valve, breathing circuit pressure measuring device.
2. Should have a / ventilator selecting valve integrated on to the absorber.
3. Should be suitable to use low flow techniques.
4. Facility oxygen sensor.
5. Should have CO<sub>2</sub> absorbent chamber canister.

**Precision Vaporizers (Temperature, Pressure and flow compensated) for Halotnane & Isoflurane:**

1. Should be easy to mount and dismount from back bar.
2. Vaporizers should have ISO pin type (Selectatec) mounting and vaporizer interlocking facility.
3. Should have a standard filling port with keyed filling device.
4. Should be designed for transport with liquid in vaporizer chamber with protection against tipping and shaking.
5. Maintenance free vaporizer.

**Ventilator:**

1. Should be a bag in bottle Anesthesia ventilator with standing ( ascending/ Piston) bellows.
2. Should be supplied with adult and pediatric bellows.
3. Should be able to set tidal volume, respiratory rate and i.e ratio.
4. Ventilator should have audible alarms for ventilator failure, low oxygen supply pressure inadequate volume delivery, disconnection alarm and power supply failure.
5. Should have battery backup for 30 min.

**Monitoring System:**

1. Should provide facility to monitor (Heart rate, ECG, SPO, Etco2 Temp, NIBP) with corresponding probes.
2. Oxygen saturation of the blood with both adult and pediatric probes & sensor.
3. Monitoring of ECG, NIBP (Inclusive of adult, pediatric & neonatal NIBP cuffs). Per requirement (preferably four reusable transducers with bracket and holder and 100 nos disposable domes with pressure lines per monitor).
4. Airway pressure monitoring should be present.
5. Temperature Monitoring with 2 probes esophageal/rectal and skin probe.
6. Glare free colored monitors with large screen for easy visibility.
7. Monitor should be accurate, precise and standard monitoring modes in modular type.

**Back Up Power Supply:**

1 KV UPS system suitable for Anesthesia machine for a minimum of one hour.

**General Condition:**

1. Should have local service facility.
2. Power supply 100,240 V, 50-60 Hz.
3. Compliance report to be submitted in tabulated and point wise manner clearly mentioning the page/ Para number of original.
4. Demonstration is must.
5. Guarantee for two years including consumables.
6. Warranty for 2 years and 5 years for CMC after warranty, the prices for CMC shall be quoted at the time of tendering process. The prices of CMC shall be considered for the evaluation process.
7. The unit should be US-FDA or CE approved.

**Schedule : 2****C-Arm Image Intensifier**

1. Description of function : Image Intensifier for Dynamic X-Ray based studies.

**Operational Requirements**

2. Must be for universal use in Radiology and other services.
3. The fluoroscopy, pulsed fluoroscopy and digital radiography operating modes are to be supported.
4. The C-arm should have on line digital subtraction for use in vascular intervention with roadmap.
5. The C-arm should be of compact, lightweight design
6. Must be equipped with a 23 cm image intensifier
7. The camera system should be based on CCD technology with a digital imaging system for fluoroscopy and radiography, and
8. Two nos. 17 inch TFT monitors should be provided. Local archiving of single images and scenes for over 10,000 imagers is required.
9. Must be possible to connect the system to a network via an integrated DICOM 3.0 interface.
10. The C-arm should have motorized vertical movement.
11. Please mention the details of orbital movements, swivel and angular movements.
12. The larger range of movements are preferred.
13. The C-arm should be fitted with Laser devices for proper radiation free positioning.

**Technical Specifications**

14. **X-ray generator** : X-ray generator should be high frequency and highest frequency generator will be preferred. The generator should have digital radiography and pulsed fluoroscopy. The following minimum output parameters are required:

Fluoroscopy kV : 40 kV – 110 kV

Fluoroscopy mA : 0-15 mA

Radiography kV : 40-110 kV

Radiography mA : 20 mA or more

The generator should have automatic dose rate control. Please mention any additional dose reduction techniques that are used.

15. **Image Intensifier and Imaging Chain** : The Image Intensifier should have 9/12/15 or 6/6/12 inch options. The Image acquisition, display and storage should be of 1K matrix. The Monitors should be at least 17 inch TFT displays. CCD camera should be offered. It should be possible to display multiple images on one screen with annotation, etc.
16. **Tube and Collimation** : The X-ray tube should be stationary anode with one or two focal spots. The collimation system should be Iris. Collimator shutters operation should be done without radiation. Specify heat loading capacity (HLC); highest HLC will be preferred. Tube rating should be specified.

17. **Table** : Floor mounted table with carbon fibre top. Motorised table pivot for easy patient transfer and access in emergency. Should be able to support patient weight 150 Kg and above.
18. **Data Management** : The following data management functions should be possible:
- Local patient database
  - Patient database with image preview
  - Configurable patient database query
  - Patient preregistration
  - Patient emergency registration
  - Patient data from previous examinations can be transferred automatically
  - Subsequent changes/additions to patient data possible
19. **System Configuration Accessories, spares and consumables**
- |       |                                                                                                |   |    |
|-------|------------------------------------------------------------------------------------------------|---|----|
| i.    | C-Arm Main Frame                                                                               | : | 01 |
| ii.   | Table                                                                                          | : | 01 |
| iii.  | X-Ray Generator                                                                                | : | 01 |
| iv.   | X-Ray tube                                                                                     | : | 01 |
| v.    | Image Intensifier & Imaging Chain                                                              | : | 01 |
| vi.   | 3D Rotational Angiography                                                                      | : | 01 |
| vii.  | Data Management capabilities                                                                   | : | 01 |
| viii. | Integrated Digital Archiving on CD/DVD                                                         |   |    |
| ix.   | Lead Aprons                                                                                    | : | 06 |
| x.    | Thyroid Guards                                                                                 |   | 06 |
| xi.   | PC with TFT monitor with table and laser printer                                               | : | 01 |
| xii.  | View Boxes – slim, four in one with fluorescent tubes with shutters and variable luminescence  |   |    |
| xiii. | TFT Monitor                                                                                    |   | 02 |
| xiv.  | The system should contains all the above accessories in integrated or as separate accessories. |   |    |
20. **Environmental factors** : The unit shall be capable of operating continuously in ambient temperature of 30°C and relative humidity of 80%
21. **Power Supply** : Power input to be 220-240 VAC, 50 Hz/ 440 V 3 Phase as appropriate fitted with Indian plug. Resettable overcurrent breaker shall be fitted for protection. Suitable Servo controlled Stabilizer/CVT. UPS of suitable rating conforming to IS-302 shall be supplied for computer and digital system.
22. **Standards and Safety:**
- i. Should be US-FDA or CE approved product
  - ii. Electrical safety conforms to standards for electrical safety IEC – 60601/ IS-13450
  - iii. Safety aspects of Radiation dosage leakage should be spelt out
  - iv. Should comply with AERB Guidelines for radiation leakage.
  - v. Warranty for 2 years of complete system including X-ray tubes and electronic items and all other parts for which order will be placed with uptime warranty of 98%.

Warranty period will be extended by double the downtime if it exceeds more than 2% in a year.

- vi. Rates of CMC for complete system including x-ray tubes and electronic items and all parts for which order will be placed with an undertaking of 98% uptime and extension of CMC period by double the downtime if it exceeds more than 2%

### 23. Documentation

- i. User manual in English
- ii. Service manual in English
- iii. List of important spare parts and accessories with their part number and costing
- iv. Certificate of calibration and inspection from factory
- v. Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

## Schedule : 3

### Defibrillator with Monitor

#### 1. Description of Function

Defibrillator is required for reviving the heart functions by providing selected quantum of electrical shocks with facility for monitoring vital parameters.

#### 2. Operational Requirements

- 2.1 Defibrillator should be Bi-Phasic, light weight (< 8 Kg) and latest model.
- 2.2 Should monitor vital parameters (ECG, NIBP, HR, SPO2) and display them.
- 2.3 Should print the ECG on thermal recorders.
- 2.4 Should work on Manual and Automated External defibrillation (AED) mode. Manual selection maximum upto 360 J.
- 2.5 Should be capable of doing synchronized & asynchronized cardio-version.
- 2.6 Can be operated from mains as well as battery.
- 2.7 Should have defibrillator testing facility.

#### 3. Technical Specifications

- 3.1 Should be a Low Energy Biphasic defibrillator monitor with Recorder, within a maximum energy of 360 Joules.
- 3.2 Should monitor ECG through paddles, pads and monitoring electrodes and Defibrillate through pads and paddles. Should have Automatic Lead switching to see patient ECG through paddles or leads.
- 3.3 Should measure and compensate for chest impedance for a range of 25 to 150 ohms.
- 3.4 Should have a built in 50 mm strip printer/ thermal recorder.
- 3.5 Should have charging time of less than 5 seconds for maximum energy. Charging indicator should be there.
- 3.6 Should have display – TFT coloured LCD at least 8” diagonal for viewing messages and ECG waveform of 5 seconds.
- 3.7 Should have external paddles with paddles contact indicator – for good paddle contact. Both Adult and pediatric paddles should be available.
- 3.8 Should have event summary facility for recording and printing at least 250 events and 50 waveforms.
- 3.9 Should have a battery capable of usage for at least 120 minutes or 30 discharges.

- 3.10 Should be capable of printing Reports on Event summary, configuration, self test, battery capacity etc.
  - 3.11 Should have facility for self test/ check before usage and set up function.
  - 3.12 Should have SPO<sub>2</sub> and NIBP integrated facility , EtCO<sub>2</sub> (optional).
  - 3.13 Should be capable of delivering energy in increments of 1-2 joules upto 10 J and increments 5-10 J till 50 and up to a maximum of 50 J thereafter.
  - 3.14 Should have user friendly 1,2, 3 color-coded operation.
- 4. System Configuration Accessories, spares and consumables**
- 4.1 Defibrillator – 01
  - 4.2 Paddles Adult and Paediatric (pair) – 01
  - 4.3 Patient cable – 02
  - 4.4 ECG Rolls – 50
  - 4.5 Disposable pads – 10 nos.
  - 4.6 NIBP Cuff Adult – 02
  - 4.7 SPO<sub>2</sub> Finger Probe – Adult – 02
  - 4.8 Complete set of ECG Leads – 02
- 5. Power Supply**
- 5.1 Power input to be 220-240 VAC, 50 Hz
  - 5.2 Resettable overcurrent breaker shall be fitted for protection.
- 6. Standards, Safety and Training**
- 6.1 Should be US-FDA or CE approved product.
  - 6.2 Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements and IEC-60601-2-25 Safety of Electrocardiograms (or Equivalent BIS Standard).
  - 6.3 Warranty for 2 years and CMC for 5 years after warranty. The prices for CMC shall be quoted at the time of tendering process. The prices of CMC shall be considered for the evaluation process.

## **Schedule : 4**

### **Hydraulic Table**

1. The table should be multipurpose can used for all kind of specialties like Ortho, General Surgery, Gynae, uro & Laparoscopic surgery.
2. The table must have divided foot section with a option of interchangeable leg and head section. Leg section must be splitted.
3. The material of the base and body of the table should be of high quality stainless steel for hygiene & durability.
4. Table should be movable on high quality castor, when it is not locked. It must have base locking mechanism for rigid locking.
5. Base & supporting column should be eccentrically placed towards head section.
6. Table can take load minimum 140 Kg.

7. The table should have advanced hydraulic system.
8. It should have radiolucent mattress, suitable for fluoroscopy and capable of moving C-arm under and around table through out its length.
9. Table top should allow the use of X-Ray cassette all over its length.
10. The table should be manually operated and able to perform side end control.
11. The Table top must be able to slide towards head and foot.
12. Measurements (all dimensions acceptable with  $\pm 10\%$  variation).
  - i. Length : 1950 mm
  - ii. Width : 500 mm
  - iii. Height : 730-1040 mm
  - iv. Back section/head :  $\pm 30^\circ$  to  $\pm 45^\circ$
  - v. Trendelberg/ reverse trendelberg : 25 degree
  - vi. Leg section :  $-90^\circ$  to 0, detachable or more
  - vii. Lateral tilt :  $\pm 15^\circ$
13. Attachments:
  - i. Lower Limb Traction Device
  - ii. Femoral Nailing device
  - iii. Meniscus positioning device
  - iv. Hip prosthesis device
  - v. Humerous positioning device
  - vi. Shoulder Arthroscopy device
  - vii. Hand surgery device
  - viii. Gel pads for various patients positions
14. Standard Accessories:
  - i. Anesthesia screen with clamps
  - ii. Kidney bridge
  - iii. Padded arm rest with straps – pair with clamps
  - iv. Side supports : pair with clamps
  - v. Shoulder supports : pair with clamps
  - vi. Infusion rod with clamp
  - vii. Patient straps
  - viii. SS Drain pan with tube for urology application
  - ix. Universal lithotomy holders
15. Standards, Safety and Training
  - i. Should be US-FDA/ CE / UL or BIS approved product.
  - ii. Manufacturer should be ISO certified for quality standards
  - iii. Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/ maintenance manual.



- iv. Warranty for 2 years and 3-10 years CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The prices of CMC shall be considered for the evaluation process.

#### 16. Documentation

- i. User/Technical/Maintenance manuals to be supplied in English.
- ii. Certificate of calibration and inspection
- iii. List of equipments available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/technical manual.
- iv. List of important spare parts and accessories with their part number and costing
- v. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

### **Schedule : 5**

#### **Hydraulic OT Table with Ortho Attachments**

1. Powered operation table (100% oil-free) should perform all Orthopaedic procedures. Traction beams should be part of the table which can be either detachable or tucked under the table when not in use.
2. Table top should have following sections:
  - i. Head Section
  - ii. Back Plate
  - iii. Seat plate with two detachable buttock supports and two adjustable pivot joints
  - iv. Detachable leg section with infill sections
3. Table should include traction accessories (interchangeable either side) namely:
  - i. Traction beam x 2
  - ii. Traction unit x 2
  - iii. Large orthopaedic boot x 2
  - iv. Short perineal post with mattress x 1
  - v. Offset traction carrier x 2
  - vi. Intermediate knuckles x 2
  - vii. Secondary clamp x 2
  - viii. Accessory slider x 2
4. Table should not have even a single visible screw/ thread/ sharp edge for ensuring proper cleaning and user safety.
5. Table top / base should not have welding and should be joints free.
6. Should have full length radiolucent top with integral X-ray cassette tunnel, accessible from either end with acrylic capped ABS top & base, complete with a corded handset and moulded, anti-static, seamless mattress.
7. Mattress must be moulded, antistatic with no seams and easy to simple fixing. NO VELCRO SYSTEM. Mattress should be of high quality that spans tabletop break for improved patient support. Its depth should be 50 mm. Mattress must be latex, CFC & stitch free and should incorporate 'Hydropresic Filter', which makes it 100% hygienic.

8. Table should feature an integrated electronically operated stand-by panel for controlling the movements in case of handset loss or battery failure and must be situated on the column for easy access.
9. Removable & interchangeable head and leg sections with an auto-locking mechanism to suit different applications.
10. The handset should offer controls for Trend/Reverse Trend, lateral tilt, flexion/extension, chair position (90°), height functions and ‘zero’ position.
11. Handset can be connected on either side of the table (head or foot end)
12. Brakes, 5 nos Wheels for 360° rotation & castors should be controlled by 2 foot-pedals, located at both ends of table base.
13. Table should have a narrow T-shaped base allowing optimum access and greater stability. Table should have offset slim-line column, with S.S. inverted telescopic covers, for superior imaging and access.
14. Table should be able to carry patients having capacity of up to 450 Kg.
15. RS232 port should be available for the purpose of diagnostics and servicing
16. Table should have a dual battery system (main and back-up) for high charge and offer the battery status indication (for both batteries) on the handset itself.
17. The manufacturer of the Table should be an ISO approved company and the table should be US-FDA or ‘CE’ marked in accordance with the Medical Devices Directive (93/42/EEC).
18. **Technical**
  - i. Length : 2100-2125 mm
  - ii. Width across sidebars : 550-600 mm
  - iii. Minimum height (w/5 cm mattress) : 715-750 mm
  - iv. Maximum height (w/5 cm mattress) : 1000-1100 mm
  - v. Maximum lateral tilt : 17-19 deg. (either side)
  - vi. Maximum trendelenburg : 30-40 deg.
  - vii. Maximum reverse trendelenburg : 30-40 deg.
  - viii. Head section adjustment : ±40-45 deg.
  - ix. Leg section adjustment : + 50 to 55 deg.; -90 to 100 deg.
  - x. Flexion : 80 to 90 deg.
  - xi. Extension : 220 to 230 deg.
  - xii. Chair Position : 90 deg.
19. The table should be supplied along with the Standard accessories with suitable clamps:
  - i. 1 x patient positioning gel strap, 250 cm
  - ii. 2 x narrow arm table
  - iii. 1 x anaesthetic screen with sleeve
  - iv. 1 x lateral brace kit for total hip replacement along with accessory for bi-lateral hip surgery
  - v. 1 x infill section
20. Should have supplied/quoted model to institutions of repute like AIIMS in India
21. The manufacturer along with the same dealer/distributor should be available in the Indian market for at least 20 years.

**Schedule : 6****Ceiling OT Light (Double Dome)**

1. Dual Dome, extremely flat, compact and aero dynamical surgical light based on innovative LED technology which should support the effect of Laminar air flow system.
2. The light head should be consists of several, symmetrically arranged light emitting modules, using multitudinous LEDs to form a multi-lens matrix for a shadow free and homogenous illumination of the surgical field.
3. All arms are freely rotatable (without stops) at all vertical joints.

**Light System:**

4. Surgical light should have cold and shadow-free light, high lighting intensity and very homogeneous large-area and in-depth illumination of the surgical field through unique multi-lens matrix technology.
5. The intensity should be adjustable
6. Light field should be adjustable from 20 cm to 30 cm and focusing via sterilizable handle in the center of the light head
7. High fail-safety through optical light system consisting of between 70 to 100 LED's, with its own lens. In case of failure of one light source (LED), the illumination of the light field is not affected. Even in case of failure of a second or more light sources, negative effects on the illumination of the surgical fields remain limited to a minimum.
8. There should be a Sterilizable knob at the lower side of the light head for the adjustment. Switching ON/OFF, light intensity control (10-100%) should be on the light head and/or control panel on the wall. Both the light heads should have individual control.
9. Lighting intensity at 1 m distance : 160,000 Lux (Each Light head)
10. Size of light field at 1 m distance : 18-28 cm
11. Colour temperature : 3800 – 5000 k
12. Colour rendering index : RA95 to RA97
13. R9 (deep saturated red colour index) : 95 to 97
14. Life span of main light source : above 30,000 hrs
15. Supply voltage : 110-240 VAC/ 24 V DC/ 24 V AC

**Light Head :**

16. Made of power-coated aluminium diecast, with smooth and clean surfaces that are easy and safely to clean.
17. Dust and splash proof
18. One-point suspended
19. Light is to be provided with suitable CVT (of CE/BIS approved) mounted on the wall or with trolley.
20. The unit should be US-FDA or CE approved.
21. Warranty for 2 years and 5 years CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The prices of CMC shall be considered for the evaluation process.

**Schedule : 7****Mortuary Chamber 4 bodies****Temperature Control**

Storage temperature: 2-8° C -15 to 8°C (Standard)

Temperature Controller: Solid state digital controller/ PID optional.

Display: LED/ LCD

Temperature Sensor: PT 100

Water Quality: Distilled/ Ionized

Alarm: Electronic Safety system which operates whenever there is fluctuation/ deviation from set temperature operates even in case of power failure (with battery) by audio/ visual alarm.

**Safety Thermostats**

Temperature variation adjustments – 3(with PID controllers only)

Automatic temperature setting – Yes

Adjustable limits – Yes

**Construction** – All stainless steel finish which include inner, front door carriage tray etc.

**Sections** – The inside is divided in to four individual compartments each equipped with individual hinged door sealed.

Automatic locking facility of carriage for storage when returned to close position.

**CONDENSOR**

Air circulation – Forced

Refrigerant – R134 non CFC

Light intensity (Both Sides) – As desired (Optional Features)

**Accessories**

De- icing module – Required

Program – Optional

Data acquisition Program – Optional

Serial Port – RS232

Inspection Window in door – Optional

Water Reservoir – 18ltr

Castors lockable – Yes

Printer Report Program – Optional

Access port 30mm – Optional

2X24 character LCD Display – Optional

**Capacity**

Storage capacity – 4 bodies

Internal Dimensions (mm) – Width 685 (2.22 ft)

Each chamber – Depth 2140(7 ft)

Height – 460 (1.5 ft)

Maximum permitted load per self – 155 kg

**Power Consumption**

Nominal Power – 950-1450W

Nominal Voltage – 220-230voltage, 50Hz single phase

## Schedule : 8

### Portable Compact Mobile Lab

#### 1) Specifications

a) Parameters	:	Glucose, Hb, Urea, Uric acid, SGOT, SGPT, Cholesterol, Total Protein, Total Bilirubin, Direct Bilirubin Calcium, Chloride, Sodium, Potassium, LDL, HDL, ALP, Albumin, Triglyceride, Magnesium, Phosphorus .
b) Wave Length Range	:	410-650 nm
c) Calibration	:	Multi Point Calibration
d) Measuring Modes	:	%Transmission, Absorbance
e) Photometric Accuracy	:	Up to 3 decimal places.
f) Optical System (Photo Detector)	:	Silicon Photodiode
g) Display	:	Bright Green LCD display
h) Keyboard	:	Soft push-membrane type
i) Light Source	:	LED Based Light Source
j) Sample System	:	10mm path length Cuvette based
k) Printer Output Device	:	In built thermal printer available
l) Power Supply	:	230V AC $\pm$ 10%, 50Hz.
m) Database Management	:	USB Port - PC/laptop

#### 2) CENTRIFUGATION UNIT

a) Fixed Angle Rotors	:	6 x 1.5 ml
b) Adapter	:	Adapter for 0.2 ml & 0.5 ml tubes
c) Speed	:	6000 RPM
d) Safety Provision	:	Lid interlocking
e) Operation	:	Quick acceleration to full speed.
f) <b>Power Supply</b>	:	230V AC $\pm$ 10%, 50Hz.

**3) INCUBATION UNIT**

- a) Temperature Selection : Between 25°C (ambient temperature) to 45°C.
- b) Heating Material : Mica.
- c) Heating Control : PID Controller
- d) Sensor Calibration : Simple at the user end.
- e) Power supply : 230V AC ±10%, 50Hz.

**4) CUVETTES**

- Sample Capacity : 2ml

**5) CUVETTE STAND**

- Carrying Capacity : 25 X 4 cuvettes

**6) MICROPIPETTES**

- a) Measuring Volume Range : 5-50ul
- b) Measuring Volume Range : 100-1000ul

**7) MICRO TIPS**

- a) Microtips (sample capacity) : 5-50ul
- b) Macrotips (sample capacity) : 100-1000ul

**8) REAGENTS CONTAINERS**

- Carrying capacity : 10 Units

**9) BLOOD CENTRIFUGE TUBE**

- Sample capacity : 2ml

**10) OVERALL SPECIFICATIONS**

- a) Power supply : 230V AC ±10%, 50Hz.
- b) POWER BACK-UP : 5- Hours
- c) Dimensions (in mm) : 685 X 470 X 285.

**11) PATIENT MANAGEMENT SOFTWARE**

Reports should be generated and stored on laptop and computers which can be used for future reference.

**12) MINI LAPTOP :**

HP or DELL or Acer

**13) CONNECTIVITY CABLE**

USB PORT – Data Cable , Charging Cable.

**Note :**

- 1) Any reference to brand of technology/ product, in case it occurs anywhere in the technical specification is purely for indicative/illustrative purposes and should be read as including its equivalent.**
- 2) Unless specifically stated otherwise, the product quality requirement in this ICB will be CE ("Conformité Européene") or US FDA or BIS.**
- 3) Unless specified otherwise in the Technical Specifications, all offers should include UPS unit or battery backup of at least one hour, as the case may be, with each equipment.**
- 4) Offered product catalogue to be attached in original (2 in nos.) with each bid.**
- 5) Attach valid quality certification document(s); no self-certifications admissible.**
- 6) Quality Management System in conformity with ISO 9001:2008 where specified;**
- 7) Product quality standard (CE/FDA/BIS) to be supported by authentic documents; Warranty, its scope and service facilities to be clearly indicated in the documents.**
- 8) As part of the technical evaluation of bids, functional demonstration of offered equipment model may be called for by the Purchaser, but the result/outcome thereof shall not be taken as the sole or conclusive evidence of qualification of the bid. Further, all expenses and risks related to such demonstration shall be borne by the bidder. Functional demonstration of the equipment is at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.**

## **STANDARD REQUIREMENTS**

**The following requirements with regard to inspection, quality, packing, warranty, maintenance and related services shall commonly apply to all the goods in all the Schedules:**

### **i. INSPECTION OF THE GOODS**

All goods shall be subject to inspection and testing by UNOPS or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNOPS.

If any inspection or test is made on the premises of Vendor or its supplier, the Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Vendor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Vendor or supplier.

Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.

### **ii. QUALITY CERTIFICATION**

Where ever appearing in the bid document, the “CE certificate” shall be read as: “CE mark for *conformité européenne*, (French for "European conformity").

### **iii. PACKING & LABELLING**

Packing & Labeling shall follow the standard norms for such equipment. However, details thereof shall be specified at the time of issue of contract to the successful bidder(s).

### **iv. WARRANTY**

Unless specified otherwise, warranty shall always be for a period of **two (2) years** from the date of acceptance of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

### **v. MAINTENANCE**

a. CMC shall be for **five (5)** years following expiry of warranty, unless specified otherwise.

b. During CMC, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.

c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.



**Comparative Data Table**

Bidders must complete the right column of the below table and the compliance confirmation statement.

Schedule Nos. 1.....8

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES

NO

**ANY DEVIATIONS MUST BE LISTED BELOW:**

-----

## **4. Drawings**

These Bidding Documents includes no drawings.

## **5. Inspections and Tests**

The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.

UNOPS or its representative shall inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the Goods 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.

## Section VI. General Conditions for Goods

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<b>1. Legal Status Of The Parties:</b>	<p>UNOPS and the Vendor shall each be referred to as a “Party” hereunder and each Party acknowledges and agrees that:</p> <p>1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.</p> <p>1.2 The Vendor shall have the legal status of an independent Contractor vis-à-vis UNOPS, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.</p> <p>1.3 If the Vendor is a joint venture, consortium or association, all of the Parties shall be jointly and severally liable to UNOPS for the fulfilment 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 joint venture, consortium or association shall not be altered without the prior consent of UNOPS.</p>
<b>2. Definitions:</b>	<p>2.1 <b>GOODS AND SERVICES:</b> Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.</p> <p>2.2 <b>TRADE TERMS:</b> Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.</p>
<b>3. Contract Price:</b>	<p>Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by UNOPS.</p>
<b>4. Packaging Of The Goods:</b>	<p>The Vendor shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNOPS as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The Vendor shall have no right to any return of the packing materials.</p>
<b>5. Transportation And Freight:</b>	<p>Unless otherwise specified in the Contract (including in any INCOTERM 2010) the Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that UNOPS receives all necessary transport documents in a timely manner so as to enable UNOPS to take delivery of the Goods in accordance with the requirements of the Contract.</p>
<b>6. Export Licensing:</b>	<p>The Vendor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNOPS under the Contract. The Vendor shall procure any such export license in an expeditious manner.</p>
<b>7. Delivery Of Goods:</b>	<p>The Vendor shall hand over or make available the Goods, and UNOPS shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERM 2010) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until</p>

	<p>physical delivery of the Goods to UNOPS in accordance with the terms of the Contract. The Vendor shall provide to UNOPS such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNOPS.</p>
<b>8. Inspection Of The Goods:</b>	<p>8.1 All goods shall be subject to inspection and testing by UNOPS or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNOPS.</p> <p>8.2 If any inspection or test is made on the premises of Vendor or its supplier, the Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Vendor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Vendor or supplier.</p> <p>8.3 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.</p>
<b>9. Acceptance Of Goods:</b>	<p>Under no circumstances shall UNOPS be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. UNOPS may condition acceptance of the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNOPS be obligated to accept any Goods unless and until UNOPS has had a reasonable opportunity to inspect the Goods following delivery of the Goods in accordance with the requirements of the Contract. If the Contract provides for UNOPS to issue a written acceptance for the Goods, the Goods shall not be deemed accepted unless and until UNOPS in fact provides such written acceptance. Payment by UNOPS does not imply acceptance of Goods nor of any related work or services under this Contract.</p>
<b>10. Rejection Of Goods:</b>	<p>10.1 Notwithstanding any other rights of, or remedies available to, UNOPS under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNOPS may, at its sole option, reject or refuse to accept the Goods, and the Vendor agrees promptly to:</p> <p>10.1.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNOPS; or</p> <p>10.1.2 If UNOPS explicitly agrees in writing, repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or</p> <p>10.1.3 Replace the Goods with Goods of equal or better quality; and</p> <p>10.1.4 Pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery of any replacement Goods to UNOPS.</p> <p>10.2 In the event that UNOPS elects to return any of the Goods, UNOPS may procure the Goods from another source, and in addition to any other right of, or remedies available to, UNOPS under the Contract, the Vendor shall be liable for any additional cost beyond the balance of the Contract price resulting therefrom, including, inter alia, the costs of engaging in such procurement, and UNOPS shall be entitled to compensation from the Vendor for any reasonable expenses incurred for preserving and storing the Goods for the Vendor's account.</p>
<b>11. Title:</b>	<p>Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Vendor to UNOPS upon delivery of the Goods and their acceptance by UNOPS in accordance with the requirements of the Contract.</p>
<b>12. Performance Security:</b>	<p>If required, the Vendor shall within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount determined by UNOPS. The proceeds of the performance security shall be payable to UNOPS as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The performance security shall be returned by UNOPS to the Vendor not later than thirty (30) days following the date of Completion of the Vendor's performance obligations under the Contract, including any warranty obligations.</p>
<b>13. Warranties:</b>	<p>13.1 <b>Goods Warranties:</b> Without limitation of any other warranties stated in or arising under the Contract, the Vendor warrants and represents that:</p>

	<p>13.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by UNOPS to the Vendor, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;</p> <p>13.1.2 If the Vendor is not the original manufacturer of the Goods, the Vendor shall provide UNOPS with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;</p> <p>13.1.3 The Goods are of the quality, quantity and description required by the Contract;</p> <p>13.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets; and</p> <p>13.1.5 The Goods are new and unused.</p> <p>The Vendor shall remain responsive to the needs of UNOPS for any services that may be required in connection with any of the Vendor's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNOPS in accordance with the Contract.</p> <p>During any period in which the Vendor's warranties are effective, upon notice by UNOPS that the Goods do not conform to the requirements of the Contract, the Vendor shall promptly and at its own expense correct such nonconformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or fully reimburse UNOPS for the purchase price paid for the defective Goods; and</p> <p>If having been notified by any means, the Vendor fails to remedy the defect within a reasonable period of time, UNOPS may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which UNOPS may have against the Vendor under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of UNOPS according to the circumstances of the Contract.</p> <p>13.2 <b>Mines:</b> The Vendor represents and warrants that neither it, its parent entities (if any), nor any of the Vendor's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.</p> <p>13.3 <b>Sexual Exploitation:</b> The Vendor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged by the Vendor to perform any obligation under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Vendor represents and warrants that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Vendor from exchanging any money, Goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.</p> <p>13.4 <b>Fundamental Principles and Rights at Work:</b> The Vendor warrants that its personnel or any other staff involved in the project activities under this Contract comply with the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. The Vendor</p>
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	acknowledges and agrees that any breach of the warranty shall entitle UNOPS to terminate the present Contract immediately without incurring any liability toward the Vendor.
<b>14. Encumbrances And Liens:</b>	The Vendor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNOPS against any monies due to the Vendor or to become due for any work done or against any Goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Vendor.
<b>15. Indemnification:</b>	<p>15.1 The Vendor shall indemnify and hold harmless UNOPS, its officials, agents and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from or relating to:</p> <p>15.1.1 Allegations or claims that the use by UNOPS of any patented device, any copyrighted material, or any other Goods or services provided to UNOPS for its use under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Vendor’s published specifications therefore, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or</p> <p>15.1.2 Any acts or omissions of the Vendor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.</p> <p>15.2 In addition to the indemnity obligations set forth in this Article 15, the Vendor shall be obligated, at its sole cost and expense, to defend UNOPS and its officials, agents and employees, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.</p> <p>15.3 UNOPS shall advise the Vendor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Vendor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNOPS or any matter relating thereto, for which only UNOPS itself is authorized to assert and maintain.</p> <p>15.4 In the event the use by UNOPS of any Goods or services provided to UNOPS by the Vendor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Vendor, at its sole cost and expense, shall, promptly, either:</p> <p>15.4.1 Procure for UNOPS the unrestricted right to continue using such Goods or services provided to UNOPS;</p> <p>15.4.2 Replace or modify the Goods or services provided to UNOPS, or part thereof, with the equivalent or better Goods or services, or part thereof, that is non-infringing; or</p> <p>15.4.3 Refund to UNOPS the full price paid by the UNOPS for the right to have or use such Goods or services or part thereof.</p>
<b>16. Liquidated Damages:</b>	Except under the circumstances of Force Majeure as described under Article 24, if the Vendor fails to deliver any or all of the Goods by the date(s) of delivery or perform the services tied to the delivery of Goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to Article 20.
<b>17. Proprietary Rights:</b>	17.1 Except as is otherwise expressly provided in writing in the Contract, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions,



	<p>ideas, know-how or documents and other materials which the Vendor has developed for UNOPS under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract and the Vendor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNOPS.</p> <p>17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Vendor: (i) that pre-existed the performance by the Vendor of its obligations under the Contract, or (ii) that the Vendor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNOPS does not and shall not claim any ownership interest thereto, and the Vendor grants to UNOPS a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.</p> <p>17.3 At the request of UNOPS, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNOPS in compliance with the requirements of the applicable law and of the Contract.</p> <p>17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of UNOPS, shall be made available for use or inspection by UNOPS at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNOPS authorized officials on completion of work under the Contract.</p>
<b>18. Changes:</b>	<p>UNOPS may at any time by written instruction vary the general scope of this Contract by twenty percent (20%) above or below the original Contract price. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; providing, however, that UNOPS may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Article 33. However, nothing in this Article shall excuse the Vendor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNOPS unless it is in writing and signed by a duly authorized official of UNOPS.</p>
<b>19. Termination For Convenience:</b>	<p>19.1 UNOPS may, upon notice to the Vendor, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for UNOPS' convenience, the extent to which performance of the Vendor under the Contract is terminated and the date upon which such termination becomes effective.</p> <p>19.2 Upon receipt of notice of termination, the Vendor shall take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.</p> <p>19.3 In the event of Termination for Convenience, no payment shall be due from UNOPS to the Vendor except for Goods satisfactorily delivered prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNOPS may request the Vendor to complete. To the extent that the computation of such payment due from UNOPS may not make the Vendor whole in respect of termination under this provision, the Vendor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Article 18 above.</p>
<b>20. Termination For Default:</b>	<p>20.1 UNOPS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if:</p> <p>20.1.1 the Vendor fails to deliver any or all of the Goods within the period specified in the Contract;</p> <p>20.1.2 the Vendor fails to perform any other obligation under the Contract;</p>

	<p>20.1.3 the Vendor, in the judgment of UNOPS, has engaged in fraud and corruption, as described in clauses 26.2 and 26.3, in competing for or in executing the present Contract;</p> <p>20.1.4 the Vendor breaches the warranty regarding mines set forth in Article 13.2;</p> <p>20.1.5 the Vendor breaches the warranty regarding sexual exploitation set forth in Article 13.3;</p> <p>20.1.6 the Vendor breaches the warranty regarding Fundamental Principles and Rights at Work set forth in Article 13.4;</p> <p>20.1.7 the Vendor attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNOPS or any organization of the United Nations system;</p> <p>20.1.8 the Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;</p> <p>20.1.9 the Vendor is granted a moratorium or a stay or is declared insolvent;</p> <p>20.1.10 the Vendor makes an assignment for the benefit of one or more of its creditors;</p> <p>20.1.11 a receiver is appointed on account of the insolvency of the Vendor;</p> <p>20.1.12 the Vendor offers a settlement in lieu of bankruptcy or receivership;</p> <p>20.1.13 UNOPS reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor to perform any of its obligations under the Contract: or</p> <p>20.1.14 the Vendor assigns the Contract without UNOPS' consent;</p> <p>20.2 The Vendor shall be bound to compensate UNOPS for all damages and costs, including, but not limited to, all costs incurred by UNOPS in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.1 above, and resulting from or relating to a termination of the Contract, even if the Vendor is adjudged insolvent. The Vendor shall immediately inform UNOPS of the occurrence of any of the events specified in Article 20.1 above, and shall provide UNOPS with any information pertinent thereto.</p> <p>20.3 The provisions of this Article are without prejudice to any other rights or remedies of UNOPS under the Contract, including any right to terminate the Contract.</p> <p>20.4 Upon the occurrence of one of the events included in Article 20.1.3 to Article 20.1.13, UNOPS shall be entitled to terminate the Contract immediately.</p>
<b>21. Remedies For Default:</b>	<p>21.1 In case of failure by the Vendor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the Goods by the agreed delivery date, after giving the Vendor written notice to perform, and without prejudice to any other rights or remedies available to UNOPS, UNOPS may exercise one or several of the remedies listed in Article 10.1.</p>
<b>22. Consequences Of Termination:</b>	<p>22.1 In the event of any termination of the Contract, upon receipt of notice of termination by UNOPS, the Vendor shall, except as may be directed by UNOPS in the notice of termination or otherwise in writing:</p> <p>22.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract, and in doing so, reduce expenses to a minimum;</p> <p>22.1.2 Place no further orders for Goods or other materials, except as UNOPS and the Vendor agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;</p> <p>22.1.3 Transfer title and deliver to UNOPS any Goods remaining to be delivered as stipulated in the notice of termination; and</p> <p>22.1.4 Take any other action that may be necessary, or that UNOPS may direct in writing, for the protection and reservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Vendor and in which UNOPS has or may be reasonably expected to acquire an interest.</p> <p>22.2 In the event of any termination of the Contract, UNOPS shall not be liable to pay the Vendor except for those Goods delivered to UNOPS in accordance with the requirements</p>

	of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the Vendor’s receipt of notice of termination from UNOPS.
<b>23. Confidentiality:</b>	<p>23.1 UNOPS and the Vendor, its agents, employees, subcontractors and servants 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 Vendor may furnish to its subcontractor such documents, data, and other information it receives from UNOPS to the extent required for the subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Vendor.</p> <p>23.2 UNOPS shall not use such documents, data and other information received from the Vendor for any purposes unrelated to the Contract. Similarly, the Vendor shall not use such documents, data and other information received from UNOPS for any purpose other than the performance of the Contract.</p> <p>23.3 The obligation of a Party under the two foregoing paragraphs shall not apply to information that:</p> <p>23.3.1 Now or hereafter enters the public domain through no fault of that Party;</p> <p>23.3.2 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</p> <p>23.3.3 Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.</p> <p>23.4 The provisions of this Article 23 shall survive completion or termination, for whatever reason, of this Contract.</p>
<b>24. Force Majeure:</b>	<p>24.1 <i>Force majeure</i> as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Vendor. The Vendor acknowledges and agrees that, with respect to any obligations under the Contract that the Vendor must perform, or for any areas in which UNOPS is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute <i>force majeure</i> under the Contract.</p> <p>24.2 In the event of and as soon as possible after the occurrence of any cause constituting <i>force majeure</i>, the Vendor shall give notice and full particulars in writing to UNOPS, of such occurrence or cause if the Vendor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Vendor shall also notify UNOPS of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of <i>force majeure</i> or other changes in condition or occurrence, the Vendor shall also submit a statement to UNOPS of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. On receipt of the notice or notices required hereunder, UNOPS shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.</p> <p>24.3 If an event of <i>force majeure</i> exists and the Vendor fails, within seven (7) days of such event to give notice in writing to UNOPS pursuant to Article 24.2, and if the Vendor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNOPS shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days. In any case, UNOPS shall be entitled to consider the Vendor permanently unable to perform its obligations under the Contract in the case of the Vendor’s suffering any period of suspension in excess of ninety (90) days.</p>

<b>25. Source Of Instructions:</b>	The Vendor shall neither seek nor accept instructions from any authority external to UNOPS in connection with the performance of its obligations under the Contract. Should any authority external to UNOPS seek to impose any instructions on the Vendor regarding the Vendor's performance under the Contract, the Vendor shall promptly notify UNOPS and shall provide all reasonable assistance required by UNOPS. The Vendor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNOPS, and the Vendor shall perform its obligations under the Contract with the fullest regard to the interests of UNOPS.
<b>26. Benefits, Corruption And Fraud:</b>	26.1 The Vendor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the United Nations system. The Vendor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract as specified in Article 20.1.7. 26.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN system in the selection process or in the execution of the Contract. 26.3 Fraud means a misrepresentation or omission of fact or facts in order to influence the selection process or the execution of the Contract.
<b>27. Use Of Name, Emblem Or Official Seal Of Unops</b>	The Vendor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNOPS, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNOPS, or any abbreviation of the name of the United Nations or UNOPS in connection with its business or otherwise without the written permission of the United Nations or UNOPS.
<b>28. Assignment:</b>	28.1 The Vendor shall not, except after obtaining the prior written approval of UNOPS, assign, transfer, pledge or make any other disposition of this Contract or any part hereof or of any of the Vendor's rights or obligations hereunder, except with the prior written authorization of UNOPS. The Vendor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Party's operations, provided that: 28.1.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and 28.1.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Vendor's assets or ownership interests; and 28.1.3 The Vendor promptly notifies UNOPS of such assignment or transfer at the earliest opportunity; and 28.1.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract and such writing is promptly provided to UNOPS following the assignment or transfer. 28.2 However, should the Vendor become insolvent or should control of the Vendor change by the virtue of insolvency, UNOPS may, without prejudice to any other right or remedy, terminate this Contract in accordance with Article 20.
<b>29. Non-Waiver Of Rights:</b>	The failure by UNOPS to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by UNOPS of any such right or any remedy associated therewith, and shall not relieve the Vendor of any of its obligations under the Contract.
<b>30. Non-Exclusivity:</b>	Unless otherwise specified in the Contract, UNOPS shall have no obligation to purchase any minimum quantities of Goods from the Vendor, and UNOPS shall have no limitation on its right to obtain Goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
<b>31. Taxes:</b>	31.1 Article II, Section 7 of the Convention on Privileges and Immunities of the United Nations provides, inter alia, that the United Nations and its subsidiary organs are exempt from all direct taxes, except charges for public utility services, and are exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Vendor shall immediately consult with UNOPS to determine a mutually acceptable procedure.

	<p>31.2 The Vendor authorizes UNOPS to deduct from the Vendor’s invoice any amount representing such taxes, duties or charges, unless the Vendor has consulted with UNOPS before the payment thereof and UNOPS has, in each instance, specifically authorized the Vendor to pay such taxes, duties or charges under written protest. In that event, the Vendor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNOPS shall reimburse the Vendor for any such taxes, duties or charges so authorized by UNOPS and paid by the Vendor underwritten protest.</p>
<p><b>32. Amicable Settlement:</b></p>	<p>The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”) or according to such other procedure as may be agreed between the Parties in writing.</p>
<p><b>33. Arbitration:</b></p>	<p>Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of Goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the Goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Interbank Offered Rate (“LIBOR”) at the date when the claim was referred to arbitration, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.</p>
<p><b>34. Privileges And Immunities:</b></p>	<p>Nothing in or relating to this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, of which UNOPS is an integral part.</p>

## Section VII. Special Conditions for Goods

The following Special Conditions for Goods (SCG) shall supplement and / or amend the General Conditions for Goods (GCG). Whenever there is a conflict, the provisions herein shall prevail over those in the GCG.

<b>GCG 3.</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCG 4.</b>	<p>The Vendor shall:</p> <ul style="list-style-type: none"> <li>• Ensure appropriate pilfer-proof export packing. All cases and crates must be wrapped inside with heavy-duty plastic-lined paper. Each case/crate/carton must be band strapped and able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kg.</li> <li>• Ensure that vehicles should be prepared according to industry standard export protection for sea voyage. All tools, spare parts, mirrors, and other easily removable items and manuals to be enclosed in secure pilfer-proof packaging.</li> <li>• Ensure that consignment to be marked as indicated in the Contract.</li> <li>• Ensure that each case/crate/carton must carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m<sup>3</sup>, D kg). Markings must be done with weatherproof material.</li> <li>• Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 should be attached a full set of invoices covering the actual delivery. It is preferred that the accompanying papers be made out in the English language</li> </ul>
<b>GCG 7.</b>	<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 port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the 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 date and time of arrival, the Master airway-bill and the House airway-bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising of one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of the STATE HEALTH SOCIETY, NRHM - HARYANA; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) 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</p>

the STATE HEALTH SOCIETY, NRHM - HARYANA, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, **or** 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.

- (iii) Packing list identifying contents of each package.
- (iv) Manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
- (v) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required)
- (vi) Supplier’s Certificate of Origin covering all items supplied;
- (vii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.
- (viii) Any other/additional procurement – specific document(s) required for delivery/payment purposes

The above documents 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.

(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 one original and one copy of the documents mentioned below:

- (i) 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) Packing list identifying contents of each package
- (iii) Manufacturer’s or Supplier’s Warranty certificate covering all items supplied

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

- (A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising of one original and one copy of the following:
  - (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of the STATE HEALTH SOCIETY, NRHM - HARYANA, the Contract number, loan number; Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
  - (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the United Nations Office

	<p>for Project Services on behalf of the STATE HEALTH SOCIETY, NRHM - HARYANA and delivery through to final destination as stated in the Contract.</p> <ul style="list-style-type: none"> <li>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</li> <li>(iv) Packing list identifying contents of each package;</li> <li>(v) Manufacturer’s or Supplier’s Warranty certificate covering all items supplied.</li> <li>(vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)</li> <li>(vii) Supplier’s Certificate of Origin covering all items supplied.</li> <li>(viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable.</li> <li>(ix) Any other/additional procurement – specific document(s) required for delivery/payment purposes</li> </ul> <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 one original and one copy of the documents mentioned below:</p> <ul style="list-style-type: none"> <li>(i) Consignment Receipt Certificate, indicating Goods’ description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee’s official stamp/seal;</li> <li>(ii) Packing list identifying contents of each package</li> <li>(iii) Manufacturer’s or Supplier’s Warranty certificate covering all items supplied.</li> </ul> <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 Acceptance/Installation Certificate to be issued.</p>
<b>GCG 8.</b>	<p><b>The Inspection and tests, as applicable under I or II shall be:</b></p> <p><b>I. For Goods supplied from outside India.</b></p> <ul style="list-style-type: none"> <li>a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer’s premises and an independent quality control laboratory Testing.</li> <li>b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.</li> <li>c) The Purchaser will retain the right to perform further inspections and quality testing at any</li> </ul>



	<p>time till the satisfactory installation of Goods, as it deems fit, at its own cost.</p> <p><b>II. For Goods supplied from Within India</b></p> <p>The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the Supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.</p> <p><b>For (I) and (II) both</b></p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection &amp; testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period</p> <p>Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty-five) days of intimating such rejection.</p>
<b>GCG 9.</b>	<p><b>Payment Terms</b></p> <p>The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, 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 the Contract Price in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>On Delivery to Consignee:</b> Ninety (90) 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 Clause 7 above along with Consignee receipt certificate, by direct bank transfer to the Supplier's nominated bank account.</li> <li>(ii) <b>On satisfactory installation, testing &amp; commissioning:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation &amp; commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Govt. of Haryana, 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, training &amp; 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 the United Nations Office for Project Services as the</p>

	<p>Purchaser on behalf of Govt. of Haryana 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 Certificate issued by the Consignee</p> <p><b>(B) Payment for Goods and Services supplied from within the 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 Consignee:</b> Ninety (90) 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 Clause 11 along with the Consignee receipt certificate.</p> <p>(ii) <b>On satisfactory installation, testing &amp; commissioning:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation &amp; commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Govt. of Haryana, 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, training &amp; commissioning Certificate issued by the Consignee.</p>
<b>GCG 11.</b>	Title in and to the Goods shall pass from Vendor to UNOPS upon final delivery and acceptance of Goods by the Consignee.
<b>GCG 12.</b>	<p>A Performance Security shall be required.</p> <p>(a) Within 15 days after the Supplier’s receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.</p> <p>(b) The Performance Security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> <li>• An unconditional Bank Guarantee</li> <li>• A Demand Draft</li> <li>• A Cashier’s Cheque</li> <li>• A Certified Cheque</li> </ul> <p>In the event of Vendors submitting the Performance Security in the form of a Cheque or Demand Draft in favour of UNOPS, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period.</p> <p>Banks issuing Performance Securities must be acceptable to the UNOPS Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.</p> <p>The Performance Security shall be denominated in the currencies of payment of the Contract or in Indian Rupees (INR), in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days beyond the completion of all contractual liabilities of the Supplier under this contract, including warranty. UNOPS reserves the right to request an extension of the Performance Security.</p> <p>Discharge of the Performance Security shall take place upon expiry of the Performance</p>

	<p>Security or the completion of all contractual liabilities of the Supplier under this contract, including warranty. The Performance Security shall then be returned to the Vendor by UNOPS.</p> <p>(c) In the event of any amendment issued to the Contract, the Supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.</p> <p>(d) UNOPS reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNOPS reserves the right to request an extension of the performance security.</p>
<b>GCG 12.1</b>	<p>(a) In addition, if the Purchaser/the Consignees/Government of Haryana requires CMC services in accordance with article 37 of the SCC, within 14 days of the notification by the Purchaser/the Consignees/ Government of Haryana of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of Haryana a bank guarantee as performance security for CMC services for an amount equivalent to 15% (fifteen per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 37. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/Government of Haryana, the Performance Security mentioned under art.12 above will returned to the Supplier by the Purchaser.</p> <p>The bank guarantee mentioned in (a) above shall be in a format acceptable to the Purchaser/the Consignees/Government of Haryana.</p> <p>(b) If CMC requirement is notified to the Supplier by the Purchaser / Government of Haryana/ Consignee as per SCC 37:</p> <p>Should the Supplier fail to provide the bank guarantee mentioned in SCC 12.1 above, and regardless of the reasons for such failure, the Performance Security mentioned in SCC 12 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>
<b>GCG 13.</b>	<p>(a) Unless otherwise specified in the Technical Specifications, this warranty shall remain valid for <b>2 years</b> after the Goods have been delivered to and installed at the final destination indicated in the Contract.</p> <p>(b) During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.</p> <p>(c) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>(d) The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but <b>at least once in three months</b> during the warranty period for preventive maintenance</p>

<b>GCG 13.1</b>	<p><b>The Comprehensive maintenance Contract ( Including Spare parts)</b></p> <p>(i) The Purchaser/ Consignees/ Government of Haryana, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years after the expiry of the warranty period as per the details given in clause 13 of GCC &amp; SCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing &amp; calibration as per technical/service/operational manual, labour and spares.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance testing &amp; calibration, labour and spares and all software updates.</p> <p>(iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period ) shall be paid in equal quarterly instalments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the price schedule.</p>
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<b>GCG 13.2</b>	<p><b>For both Warranty and CMC</b></p> <ul style="list-style-type: none"><li>(i) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.</li><li>(ii) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.</li><li>(iii) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.</li><li>(iv) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.75% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs.300-800 (to be specified in contract) per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.</li><li>(v) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.</li><li>(vi) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.</li></ul>
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<b>GCG 13.3</b>	<p><b>Spare parts:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) In the event of termination of production of the spare parts:                     <ul style="list-style-type: none"> <li>(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>GCG 16.</b>	<p>The liquidated damage shall be 0.5 per cent per week for the value of delayed goods. The maximum amount of liquidated damages shall be 10 % of goods value.</p>
<b>GCG 24.</b>	<p>On receipt of the notice or notices required hereunder, UNOPS shall inform the State Health Society, NRHM Haryana of the reasons under which <i>force majeure</i> clause is being invoked. Appropriate or necessary in the circumstances action would be taken by UNOPS on the basis of the considered views of the State Health Society, NRHM, Haryana on the subject, also including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.</p>
<b>GCG 35.</b>	<p><b>Notices</b></p> <p>The Purchaser’s addresses for notice purposes is:</p> <p style="padding-left: 40px;">Director India Operations Centre United Nations Office for Project Services (UNOPS), 138, Sunder Nagar, New Delhi 11003, India</p> <p style="padding-left: 40px;">Fax: 91-11-2432 8400 Tel: 91-11-30417400 Email: procurementinoc@unops.org</p> <p>The Supplier’s address for notice purposes is: ----- -----</p>

## **Section VIII. Contract Forms**

### **Table of Forms**

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# 1. Contract Form

*In the event of a Contract, the successful Bidder shall receive this form duly filled.*

<b>Purchase Order No.:</b>		<b>Project No. :</b>			
<b>P.O. DATE :</b>	IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS.				
<b>SHIP BY:</b>					
<b>CONSIGNEE:</b>		<b>VENDOR N°:</b>			
<b>Attn.:</b>		<b>Attn.:</b>			
<b>Tel.:</b>		<b>Tel.:</b>			
<b>Fax:</b>		<b>Fax:</b>			
<b>DELIVERY TERMS (INCOTERMS 2010):</b>					
<b>PAYMENT TERMS:</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1					
2					
<b>Special Terms and Conditions</b>					
A. This purchase order is subject to our Invitation to Bid, Ref. No.: XXXXX dated XXXXX and according to your offer dated ....; B. Notify Party; C. Final Destination; D. Other information, if any;; E. Attachments: General Conditions for Goods, Packing and Shipping Instructions, others if any.					
<b>CURRENCY :</b>			<b>GRAND TOTAL:</b>		
<b>Date:</b>					
<b>Queries should be addressed to:</b>					
Buyer: Name, Title, Tel.					
<b>ON BEHALF OF UNOPS:</b>					
Name of Procurement Authority, Title, Business Unit					
<b>ACKNOWLEDGEMENT COPY:</b>					
<b>Vendor's Signature:</b>			<b>Date:</b>		
UNOPS, Office, Address, Country, Tel, Fax					
This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. Acceptance of this Purchase Order shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the Conditions of this Purchase Order, including the General Conditions for Goods of the United Nations Office for Project Services (UNOPS) and any UNOPS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind UNOPS unless agreed to in writing by a duly authorised official of UNOPS. UNOPS General Conditions for Goods are available at UNOPS website at <a href="http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx">http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx</a> under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the UNOPS General Conditions for Goods will be sent to you electronically or by fax.					



## 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]*  
ITB No. and title: *[insert no. and title of bidding process]*

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

**Beneficiary:** *[insert legal name and address of UNOPS]*

**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>1</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>2</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]*

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<sup>1</sup> *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.*

<sup>2</sup> *Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS 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, UNOPS 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 UNOPS'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**

*No advance payment shall be made*

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## **4. Long Term Agreement**

“Not Applicable”