

**INTERNATIONAL COMPETITIVE BIDDING
INVITATION TO BID**

**FOR THE SUPPLY OF
SINGLE PUNCTURE LAPAROSCOPES WITH CO2 INSUFFLATOR & COLD LIGHT &
TRAINING LAPAROSCOPE SETS WITH CO2 INSUFFLATOR FOR
STATE PROGRAMME MANAGEMENT UNIT (SPMU), NRHM**

GOVERNMENT OF UTTAR PRADESH

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| <p align="center">UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)</p> <p align="center">11 Golf Links, New-Delhi-110 003 India</p> | UNOPS CASE. NO: UNOPS-IPO-UP-LAP-01-2010 |
| | DATE ISSUED: 04-02-2010 |
| | PROCUREMENT SERVICES FOR THE STATE PROGRAMME MANAGEMENT UNIT (SPMU), NRHM GOVERNMENT OF UTTAR PRADESH |
| | FOR FURTHER INFORMATION, PLEASE CONTACT (NOT FOR BIDS): E-MAIL: procurementinoc@unops.org |
| | BID RECEIPT DEADLINE BIDS MUST BE RECEIVED NO LATER THAN: 1400 Hrs on 25 February 2010 , Indian Standard Time (IST) (see www.greenwichmeantime.com) |
| | BID OPENING : BIDS WILL BE OPENED ON 25 February 2010 at 1415 Hrs, IST BID OPENING REPORT WILL BE AVAILABLE UPON WRITTEN REQUEST |
| E-mail: procurementinoc@unops.org Fax: +91-11-43508527 Tel: +91-11-30417400 Website: www.unops.org | PRE-BID MEETING A pre-bid meeting will be held with prospective/interested Bidders on 12 February 2010 at 1130 Hrs (IST) in the Conference Room of UNOPS at 11 Golf Links, New Delhi-110 003 |

The Executive Director of the United Nations Office for Project Services (UNOPS) hereby invites suppliers to submit offers for the items described in the Invitation to Bid (hereinafter called the ITB). Your bid, together with the duly signed and completed solicitation documents, should be submitted in accordance with Paragraph 4 of the attached "Instructions and Guidelines to Bidders". The above Bid Receipt deadline is an absolute deadline. Bids received later will be declared invalid. The Bids can be submitted before the said deadline at the address given above.

A complete set of Bid Documents in English may be purchased by interested Bidders on the submission of a written application to the **UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)**, 11 Golf Links, New-Delhi - 110 003, India, and upon payment of a nonrefundable fee of INR 5,000 or equivalent in USD from 1000 hrs. of **4th February 2010** till 1200 hrs of **25th February 2010**. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi. 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 at the time of bid submission in the form as indicated above. 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.

All bids are subject to the attached "Instructions and Guidelines to Bidders" and any such specifications, requirements and instructions that are incorporated herein. Failure to observe these requirements and to fully complete and return all sections of the ITB form, including the Comparative Data Table(s), may be grounds for disqualifying the bid or subsequently cancelling a Purchase Order, with prejudice to the Bidder.

*Please acknowledge receipt of this ITB by returning the **attached form** (page 37), as far in advance of the bid opening date as possible, to fax no. +91 11 4350 8527 or to email address: procurementinoc@unops.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the attached form in order to enable UNOPS to improve its effectiveness in future invitations.*

For suppliers submitting bids, your company representative is invited to attend the Bid Opening. You must send an intimation of attending the bid opening on the mail given above, at least one day before the opening, if you plan to attend. A Bid Opening Report indicating only the total price of each offer will be available to all Bidders upon request. As soon as a contract award has been approved by the concerned parties, the results will be posted on UNOPS website: <http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>

Vikram Singh Date 04.02.2010
Officer In Charge, India Procurement Office

BIDDING DOCUMENTS

Issued on: February 4, 2010

for

Procurement of

**SINGLE PUNCTURE LAPAROSCOPES WITH CO2 INSUFFLATOR &
COLD LIGHT**

&

TRAINING LAPAROSCOPE SETS WITH CO2 INSUFFLATOR

ITB No: UNOPS-IPO-UP-LAP-01-2010

**Project: Procurement Services for the
State Programme Management Unit (SPMU), NRHM
Government of Uttar Pradesh**

Table of Contents

| | | |
|-----------------|----------------------------------------------------------------|------------|
| PART 1 – | Bidding Procedures | |
| | Section I. Instructions to Bidders..... | 4 |
| | Section II. Bidding Data Sheet (BDS)..... | 24 |
| | Section III. Evaluation and Qualification Criteria..... | 30 |
| | Section IV. Bidding Forms..... | 36 |
| | | |
| PART 2 – | Supply Requirements | |
| | Section V. Schedule of Requirements..... | 56 |
| | | |
| PART 3 - | Contract | |
| | Section VI. General Conditions for Goods..... | 82 |
| | Section VII. Special Conditions for Goods..... | 98 |
| | Section VIII. Contract Forms | 111 |

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

| A. General | |
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| 1. Scope of Bid | <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 specified in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “day” means calendar day. |
| 2. Source of Funds | <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> |
| 3. Fraud and Corruption | <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,</p> <p>UNOPS:</p> <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (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; (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; (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;

- (iv) collusion is the agreement between bidders designed to result in bids at artificial prices that are not competitive.
- (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;
- (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;
- (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;
- (d) will normally requires 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.

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.

Vendors, their subsidiaries, agents, intermediaries and principals cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Office of Audit and Investigations (OIAG) as well as with other investigations authorized by the ED 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 assignees of the vendor; 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 vendors.

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| | <p>3.2 Information regarding Bid Protest can be found at: http://www.unops.org/english/whatwedo/procurement/Pages/Procurementpolicies.aspx.</p> |
| <p>4. Eligible Bidders</p> | <p>4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in the BDS. 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"> (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 (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; <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 available at the electronic address specified in the BDS.</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"> a. The duly filled Form 4: Joint Venture Partner Information Form of Section IV, Bidding Forms must be included with the Bid; and |

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| | <p>b. All parties to the JV shall be jointly and severally liable; and</p> <p>c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:</p> <ul style="list-style-type: none"> - for and on behalf of any and all the parties of the JV during the bidding process; and - in the event the JV is awarded the Contract, during contract execution. <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to UNOPS, as UNOPS shall reasonably request.</p> |
| <p>5. Eligible Goods and Related Services</p> | <p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country unless specified otherwise in the BDS.</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> |
| | <p>B. Contents of Bidding Documents</p> |
| <p>6. Sections of Bidding Documents</p> | <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>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms |

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| | <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements <p>PART 3 Contract</p> <ul style="list-style-type: none"> • Section VI. General Conditions for Goods (GCG) • Section VII. Special Conditions for Goods (SCG) • Section VIII. Contract Forms |
| | <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> |
| <p>7. Clarification of Bidding Documents</p> | <p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at UNOPS’s address specified in the BDS. 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 in the BDS 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> |
| <p>8. Amendment of Bidding Documents</p> | <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> |

| C. Preparation of Bids | |
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| 9. Cost of Bidding | 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. |
| 10. Language of Bid | 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 specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15; (b) Bid Security as specified in the BDS, in accordance with Instructions to Bidders Clause 21, if required; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Instructions to Bidders Clause 22; (d) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's eligibility to bid; (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; (f) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents; (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; and <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> |

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| <p>12. Bid Submission Form and Price Schedules</p> | <p>12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</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> |
| <p>13. Alternative Bids</p> | <p>13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.</p> |
| <p>14. Bid Prices and Discounts</p> | <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 current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.</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 as specified in the BDS. Similarly, the Bidder may obtain insurance services from any eligible country as specified in the BDS. The place of destination is specified in the BDS.</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 specified in the BDS. 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 BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment</p> |

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| | <p>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 indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with Instructions to Bidders Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.</p> |
| 15. Currencies of Bid | 15.1 The Bidder shall quote in any freely convertible currency. |
| 16. Documents Establishing the Eligibility of the Bidder | <p>16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:</p> <ul style="list-style-type: none"> 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. |
| 17. Documents Establishing the Eligibility of the Goods and Related Services | 17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 18. Documents Establishing the Conformity of the Goods and Related Services | <p>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.</p> <p>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</p> |

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| | <p>Requirements.</p> <p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by UNOPS.</p> <p>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.</p> |
| <p>19. Documents Establishing the Qualifications of the Bidder</p> | <p>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:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of destination; (b) that, if required in the BDS, 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. |

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| <p>20. Period of Validity of Bids</p> | <p>20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive.</p> <p>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,</p> |
| <p>21. Bid Security</p> | <p>21.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as specified in the BDS.</p> <p>21.2 The Bid Security shall be in the amount specified in the BDS and denominated in a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> (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; (b) be issued by a reputable institution selected by the bidder. Reputable banking institutions have to be banks certified by the Central bank's of the country to operate as commercial bank; (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission; (d) be payable promptly upon written demand by UNOPS in case the conditions listed in Instructions to Bidders Clause 21.5 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for a period of days as specified in the BDS beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders Clause 20.2; <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</p> |

substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 21.1, shall be rejected by UNOPS as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders Clause 44.

21.5 The Bid Security may be forfeited:

- (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
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with Instructions to Bidders Clause 43;
 - (ii) furnish a Performance Security in accordance with Instructions to Bidders Clause 44;
 - (iii) accept the arithmetical correction in accordance with Instructions to Bidders Clause 33.

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," Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in Instructions to Bidders 20.2, or
- (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;

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

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| <p>22. Format and Signing of Bid</p> | <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 BDS 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 initialed by the person signing the Bid.</p> |
| <p>D. Submission and Opening of Bids</p> | |
| <p>23. Submission, Sealing and Marking of Bids</p> | <p>23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically.</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 “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with 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 BDS.</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 specified in the BDS; 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</p> |

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| | opening of the bid. |
| 24. Deadline for Submission of Bids | <p>24.1 Bids must be received by UNOPS at the address and no later than the date and time specified in the BDS.</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> |
| 25. Late Bids | <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> |
| 26. Withdrawal, Substitution, and Modification of Bids | <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> <ul style="list-style-type: none"> (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 “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and (b) received by UNOPS prior to the deadline prescribed for submission of bids, in accordance with Instructions to Bidders Clause 24. <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> |
| 27. Bid Opening | <p>27.1 UNOPS shall conduct the bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid</p> |

opening procedures required if electronic bidding is permitted in accordance with Instructions to Bidders Sub-Clause 23.1, shall be as **specified in the BDS.**

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, 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.
- 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,.

| | E. Evaluation and Comparison of Bids |
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| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>28.2 Any effort by a Bidder to influence UNOPS in the examination, evaluation, comparison, and postqualification 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> |
| 29. Clarification of Bids | <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> |
| 30. Responsiveness of Bids | <p>30.1 UNOPS's determination of a bid's responsiveness is to be based on the contents of the 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"> (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <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</p> |

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| | deviation, reservation, or omission. |
| 31. Nonconformities, Errors, and Omissions | <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"> (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; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <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> |
| 32. Preliminary Examination of Bids | <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"> (a) Bid Submission Form, in accordance with Instructions to |

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| | <p>Bidders Sub-Clause 12.1;</p> <p>(b) Price Schedules, in accordance with Instructions to Bidders Sub-Clause 12.2;</p> <p>(c) Bid Security, in accordance with Instructions to Bidders Clause 21, if applicable.</p> |
| 33. Examination of Terms and Conditions; Technical Evaluation | <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> |
| 34. Conversion to Single Currency | <p>34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the United Nations exchange rates established for the month in which the bids are opened. specified in the BDS.</p> |
| 35. Domestic Preference | <p>35.1 Domestic preference shall not be a factor in bid evaluation.</p> |
| 36. Evaluation of Bids | <p>36.1 UNOPS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>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.</p> <p>36.3 To evaluate a Bid, UNOPS shall consider the following:</p> <p>(a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;</p> |

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| | <p>(c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;</p> <p>(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;</p> <p>36.4 UNOPS's evaluation of a bid will exclude and not take into account:</p> <p>(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;</p> <p>(b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>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).</p> <p>36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow 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.</p> |
| <p>37. Comparison of Bids</p> | <p>37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant offer , in accordance with Instructions to Bidders Clause 36.</p> |
| <p>38. Postqualification of the Bidder</p> | <p>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.</p> <p>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.</p> <p>38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result</p> |

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| | <p>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.</p> |
| <p>39. UNOPS's Right to Accept Any Bid, and to Reject Any or All Bids</p> | <p>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.</p> |
| | <p>F. Award of Contract</p> |
| <p>40. Award Criteria</p> | <p>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.</p> |
| <p>41. UNOPS's Right to Vary Quantities at Time of Award</p> | <p>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.</p> |
| <p>42. Publication of Contract Award</p> | <p>42.1 UNOPS shall publish in UNOPS website (http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx) 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> |

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| <p>43. Signing of Contract</p> | <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> |
| <p>44. Performance Security</p> | <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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant Instructions to Bidders Clauses.]

| Instructions to Bidders Clause | A. General |
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| 1.1 | <p>The name and identification number of the ITB are:</p> <p>The type of Goods and associated services to be purchased is : SINGLE PUNCTURE LAPAROSCOPES WITH CO2 INSUFFLATOR & COLD LIGHT&TRAINING LAPAROSCOPE SETS WITH CO2 INSUFFLATOR</p> <p><u>The Beneficiary is:</u> STATE PROGRAMME MANAGEMENT UNIT (SPMU), NRHM, GOVERNMENT OF UTTAR PRADESH</p> |
| 2.1 | <p>The name of the Project is: PROCUREMENT SERVICES FOR THE STATE PROGRAMME MANAGEMENT UNIT (SPMU), NRHM GOVERNMENT OF UTTAR PRADESH</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"> 1. Suppliers are already suspended by UNOPS, or 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, 3. Suppliers are suspended by the UN Procurement Division (UNPD), or, 4. Suppliers have been declared ineligible by the World Bank (see http://www.worldbank.org/debarr). |
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| B. Contents of Bidding Documents | |
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| 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 Clarification of bid purposes only, UNOPS's address is:</p> <p style="text-align: center;">UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)</p> <p style="text-align: center;">11 Golf Links, New Delhi-110 003 India</p> <p>UNOPS will respond in writing to any request for clarification, provided that such request is received no later than 5 business days prior to the deadline for submission of bids.</p> |
| C. Preparation of Bids | |
| 10.1 | The language of the bid is: English |
| 11.1 (b) | A Bid Security shall be required |
| 13.1 | <p>Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:</p> <ul style="list-style-type: none"> • All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated • All Bids will be rejected if no indication is provided as to which Bids are alternative Bids. |
| 14.5 | The Incoterms edition is: " <i>Incoterms 2000</i> ". |
| 14.6 | All countries are eligible |

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| | Place of Destination: As specified in Section V – Schedules of Requirements |
| 14.7 | The prices quoted by the Bidder shall not be adjustable. |
| 14.8 | Prices quoted for each schedule shall correspond at least to <i>100 %</i> of the items specified for each lot. |
| 15.1 | The Bidder is required to quote in any freely convertible currency. |
| 18.3 | Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>8 years</i> |
| 19.1 (a) | Manufacturer’s authorization is required |
| 19.1 (b) | After sales service is: required. CMC services will be required for a period of four (4) years after the expiry of Warranty Period. |
| 20.1 | The bid validity period shall be 120 days from the date of bid opening |
| 21.1 | Bid shall include a Bid Security in original in favor of UNOPS (issued by a bank) as per the form included in Section IV Bidding Forms |
| 21.2 | <p>The amount of the Bid Security shall be</p> <p>Schedule 1: INR 4,830,000 or USD 1,04,400</p> <p>Schedule 2: INR 2,700,000 or USD 58,300</p> <p>Bidders can submit individual or combined bid securities.</p> <p>In the event of Bidders submitting the Bid 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 validity period.</p> |
| 22.1 | In addition to the original of the bid, the number of copies is: ONE ORIGINAL + TWO COPIES |
| 22.2 | 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. |
| D. Submission and Opening of Bids | |
| 23.2 (c) | The inner and outer envelopes shall bear the following additional identification marks: |

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| | <p>IFB Number:</p> <p>Schedule Number:</p> <p>Time & Date of Submission of Bids:</p> <p>Name of the Goods:</p> |
| 24.1 | <p>The Bids would be received up to 1400 hrs (Indian Standard Time) on 25th February 2010, Indian Standard Time (IST); the address for bid submission is:</p> <p style="text-align: center;">United Nations Office for Project Services (UNOPS), Attention: Chief of Procurement 11 Golf Links New Delhi 11003, India</p> <p>Add at the end of this clause:</p> <p>“In the event of the specified date of the bid submission being declared a holiday for the Purchaser, the bids shall be received at the appointed time and location on the next working day”.</p> |
| 25.1 | <p>Late bids submitted electronically will be rejected pursuant to 25.1 and Bidders will be notified accordingly.</p> |
| 27.1 | <p>Time, date, and place for bid opening are: 1415 hrs. (Indian Standard Time) on 25th February 2010 at the following address:</p> <p style="text-align: center;">India Procurement Office United Nations Office for Project Services (UNOPS), 11 Golf Links, New Delhi 110003, India.</p> <p>Add at the end of this clause:</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day”.</p> <p>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 24.1. If multiple Bids are sent by a same Bidder, only the last received Bid will be opened.</p> |

| | E. Evaluation and Comparison of Bids |
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| 30.2 | <p>The following situations will be considered material deviation by UNOPS:</p> <ol style="list-style-type: none"> 1. During preliminary examination of bids (verification of formal criteria): <ul style="list-style-type: none"> - Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period - 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. - 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. - Non historical documents required in the ITB, i.e. document a 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 . 2. During technical evaluation of bids and qualification of Bidders: <ul style="list-style-type: none"> - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications. - Bidders do not meet the minimum post-qualification requirements. 3. During financial evaluation of bids: <ul style="list-style-type: none"> - The Bidder does not accept the required price correction as per ITB conditions. - The Bidder offers less quantity than what is required. |
| 34.1 | <p>Bid prices expressed in different currencies shall be converted in USD for comparison purpose.</p> |
| 36.3(a) | <p>Bids will be evaluated schedule by schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price</p> |

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| | comparison. |
| 36.3(d) | <p>a. Deviation in Delivery schedule: NO</p> <p>b. Deviation in payment schedule: NO</p> <p>c. the cost of major replacement components, mandatory spare parts, and service: NO</p> <p>d. The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid. Yes (Methodology is mentioned in Evaluation criteria, Section III)</p> <p>e. The projected operating and maintenance costs during the life of the equipment. NO</p> <p>(a) the performance and productivity of the equipment offered; NO</p> |
| 36.6 | Bidders shall be allowed to quote separate prices for one or more schedules. |
| 37 | Bid evaluation will be made on the total cost, delivered to final destination. |
| F. Award of Contract | |
| 40.1 | 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. |
| 41.1 | <p>The maximum percentage by which quantities may be increased is: 20%</p> <p>The maximum percentage by which quantities may be decreased is: 20%</p> |
| 43.2 | The successful Bidder shall sign, date and return the Contract to UNOPS within 10 days of Notification of Award. |
| 44.1 | The successful Bidder shall furnish the Performance Security within 10 days of Notification of Award. |

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that UNOPS may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[UNOPS shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (Instructions to Bidders 36.3 (d))
2. Multiple Contracts (Instructions to Bidders 36.6)
3. Postqualification Requirements (Instructions to Bidders 38.2)

1. Evaluation Criteria (Instructions to Bidders 36.3 (d))

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 Sub-Clause 36.3(d) and in BDS referring to Instructions to Bidders Sub-Clause 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)
There will not be any deviation in the Delivery schedule
- (b) Deviation in payment schedule.
There will not be any deviation in the Payment schedule
- (c) Cost of major replacement components, mandatory spare parts, and service.
The mandatory spare parts during the warranty period has to be supplied free of cost. If cost of these spares is quoted separately it will be added to the bid price.
- (d) Availability in UNOPS's Country of spare parts and after sales services for equipment offered in the bid.
Not applicable
- (e) Projected operating and maintenance costs.
Not applicable
- (f) Performance and productivity of the equipment.
Not applicable
- (g) Specific additional criteria
 - (i) Cost of incidental services as quoted by the Bidder will be added to the bid price.
 - (ii) Net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 4 years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 % per year.

2. Multiple Contracts (Instructions to Bidders 36.6)

UNOPS shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section Instructions to Bidders 38.2 Post-Qualification Requirements)

UNOPS shall:

- (a) evaluate only lots that include at least the percentages of items per lot and quantity per item as specified in Instructions to Bidders Sub Clause 14.8
- (b) take into account:
 - (i) the lowest priced substantially compliant offer for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

Furthermore, where a supplier does not meet all post qualification criteria (e.g. capacity, turn-over requirements, etc) for all the lots for which it is lowest priced, substantially compliant, UNOPS will award each of the affected lots in a manner which achieves the best overall value-for-money combination for UNOPS. Therefore, in situations whereby a bidder has offered the lowest evaluated bid price (i.e. the L1 bidder) for more than one lot in the same Bid and at the post qualification stage of the evaluation, it is determined that the Bidder does not meet some post qualification requirements for all the lots bid by it UNOPS shall proceed as follows:

1. A price comparison lot wise shall be made with the other bidders with the second lowest bid price (i.e. L2 bidders).
2. The price difference between the L1 offer and the offer of the L2 bidder for each lot shall then be calculated.

In order to achieve the highest savings and select the most cost effective combination of multiple offers for the final recommendation of award, the lots where the price differences between the L1 offer and the offer of the L2 bidder are higher shall be awarded to the L1 bidder until the combinations of all lots awarded to the L1 bidder reaches the value that could be awarded to the L1 bidder taking into account the post qualification requirements as stated in the ITB (e.g. production capacity, turn.over, maximum contract value, etc.).

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 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):

- Liquidity: the ratio Average Current assets / Current liabilities over the last 2 years must be equal or greater than 1. Bidders must include in their Bid audited balance sheets covering the last 2 exercises
- Profitability: the profit margin, i.e. Profit before interest and tax x 100 / Sales revenue (turnover) must be greater than 0. Bidders must include in their Bid audited profit and loss accounts covering the last 2 exercises
- The Bidders who are manufacturers should have annual sales turnover of minimum *of 3* times the value as quoted against each schedule, in any one of the last five years to qualify for a particular lot. The above criteria will be cumulative for the purpose of evaluating multiple schedules.
- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder should have annual sales turnover of minimum of equivalent to value as quoted against each schedule, in any one of the last five years to qualify for a particular lot. The above criteria will be cumulative for the purpose of evaluating multiple lots.

(b) Experience and Technical Capacity

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

- The manufacturer whose products are offered by the Bidder must have manufactured and supplied the specific Goods to the extent of at least 80% of the quantity indicated against each schedule under "Section V, Schedule of Requirements" in any one of the last five calendar years. There should not be any adverse report regarding the supplies for at least five 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 50 % of the quantities indicated against each lot specified 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 or 9002 and CE Certificate 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.
- The Bidder must have CE Certificate and at least Three Years experience of manufacturing said equipments with CE standards.
- If required under law, the offered product must be licenced with *concerned regulatory authority in country of manufacture and registered with the regulatory authority in INDIA* before signing the Contract. By the time of Contract signing the successful Bidder shall have submitted a certified copy of the registration certificate.
- 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 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 / supplying the specific product as specified in the 'Schedule of requirement' during the last 1 (one) year and similar products during the last 3 (Three) 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 five (Five) years and details of current contracts in hand and other commitments (suggested form given in Section IV – 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.

(b) Additional Requirements:

- 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
- Free sales certificate to be submitted by the original manufacturer that the goods required by this ITB is free to sale in India from competent authority.
- Documentary evidence of the Bidder's eligibility to bid establishing to UNOPS's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under Instructions to Bidders Clause 4.
- Documentary evidence of the eligibility of the Goods and associated services as per Instructions to Bidders Clause 5.1 consisting of a statement in the Price Schedule on the country of origin of the Goods and associated services offered which shall be confirmed by a certificate of origin at the time of shipment in the event that a contract is awarded to the Bidder.
- Detailed description of the Goods essential technical and performance characteristics.
- Authorizations (for non-manufacturer Bidders only; this excludes agents quoting in the name of a manufacturer):
 - o Legally enforceable authorization from the manufacturer in the prescribed Form (see Section IV, Form 9) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
- Proper authorization from the manufacturer for Bids from Agents.
- 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 Schedule IV, Bidding Forms, Form 12). 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.

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

Table of Forms

1. Bid / No Bid Confirmation Form
2. Check-List form
3. Bidder Information Form
4. Joint Venture Partner Information Form
5. Bid Submission Form
6. Price Schedule
7. Technical Specification Form
8. Bid Security (Bank Guarantee)
9. Manufacturer's Authorization
10. Performance Statement Form (for the period of last five years)
11. Form For Goods Satisfactory Installation Certificate
12. No Adverse Action Confirmation Form

1. Bid / No Bid Confirmation Form

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

To: UNOPS
11 Golf Links,
New-Delhi-110 003
India

Date: _____
Fax: +91-11 43508527

From: _____

Subject: ITB, UNOPS case no.: [enter Case no.] – Project no. [enter Project no.]

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 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]

[The list of activities below must reflect what is required as per the Instructions to bidders, the BDS, and Sections III and IV. Delete this comment once the list of activities has been completed]

| Activity | Yes/No/NA | Page No in your Bid | Remark |
|------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------|
| Have you duly completed as all the Bidding Forms provided in Section IV?; i.e.: | | | |
| - Bid / No bid Confirmation | | | |
| - Bidder Information | | | |
| - Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.5 | | | |
| - Bid Submission form | | | |
| - Price Schedule | | | |
| - Technical Specification Compliance Confirmation (Comparative Data Table) | | | |
| - Bid Security (in the correct form, and indicating the correct amount and correct validity period) | | | |
| - Manufacturer' Authorization | | | |
| - Performance Statement | | | |
| - No Adverse Action Confirmation Form | | | |
| | | | |
| 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 and the manufacturer 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]*

Page _____ of _____ pages

A. Contact Details:

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

B. Banking Information:

| | | | | | | | |
|----------------------------------------|------------------------|-------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|---------|--|--|
| Name of Banking Institute | | Beneficiary Name of Account (Name as it appears on account) | | | | | |
| Street Address | | Branch Name | | | Phone | | |
| City | State/Province/Country | Postal Code (Zip) | | | Country | | |
| Bank transwire code information | | | | | | | |
| Bank Account Number (max. 17 digits) | | | | Account Type | | | |
| | | | | <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other | | | |

| | |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| ABA No. 9 digits (for US banks only) | SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks) |
| Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.) | Branch ID (if applicable) |
| IBAN (Required for European banks) | Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY) |
| | Currency of Payment <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY) |
| Bank transwire code information for Intermediary Bank*, if applicable | |
| Name of Intermediary Bank | Address of Intermediary Bank |
| ABA No. 9 digits (for US banks only) | SWIFT /BIC Code |
| Bank Account No. (of the beneficiary bank with the intermediary bank) | |

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

2. Expertise of Organization:

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

3. Quality Assurance Certification:

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

4. Expertise of Staff:

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

5. Financial data of the organization

- Audited financial statement for the last three years
- Bank name and address

6. Client Reference List:

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

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

7. 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> |
| <p>6. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p> |
| <p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><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</p> |

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 GCC 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.]*

| BID | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------|---------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|
| BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder): | | | | | | |
| TOTAL FIRM CPT PRICE FOR Schedule 1 | | | | | | |
| TOTAL FIRM CPT PRICE FOR Schedule 2 | | | | | | |
| REQUESTED BID VALIDITY PERIOD FROM DATE OF BID OPENING: 120 Days | | | | | | |
| Price schedule (For Goods manufactured outside the Purchaser's country) | | | | | | |
| SCH. (a) | BRIEF DESCRIPTION OF GOODS (b) | QTY. (c) | CURRENCY: | | | |
| | | | Unit Price CPT* Final Destination (d) | Total Price CPT Final destination for evaluation purpose (e)= (c)* (d) | Duties & Taxes to be paid on import** (f) | Taxes to be paid in Purchaser's country (g) = (f) x (c) |
| 1 | | | | | | |
| 2 | | | | | | |
| *CPT final destination Price shall include all the cost incidental to delivery at final destination excluding Insurance, all duties to be paid for import of Goods and taxes to be paid in purchaser's country ** There is no exemption from Customs duty. | | | | | | |

| SCH. | BRIEF DESCRIPTION OF GOODS (b) | QTY. (c) | CURRENCY: INR | | | | Total price for evaluation purpose (h) = (c) x (g) | Excise Duty*** to be paid (i) | Sales tax/VAT and other taxes payable (j) |
|---------------------------------------------|--------------------------------|----------|----------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|-------------------------------|-------------------------------------------|
| | | | Unit price | | | | | | |
| (a) | | | EXW price exclusive of Excise duty (d) | Price for inland transportation to final destination (e) | Other price incidental to delivery at final destination (f) | Total unit price CPT Final Destination (g) = (d) + (e)+(f) | | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| *** There is no exemption from Excise duty. | | | | | | | | | |

| Price -Related Services and CMC | | | | |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| SCH. (a) | Description of Services like installation, training, CMC**** etc (b) | Total Price without Service Tax | Service Tax on related services | Total Price including Service Tax |
| 1 | | | | |
| 2 | | | | |
| ****CMC prices shall be quoted for each year separately | | | | |
| The following informations shall be provided by the Bidder | | | | |
| 1. BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT ____% of total firm price for each calendar day less than thirty (30) days | | | | |
| 2. BIDDER'S DISCOUNT FOR COMBINED SCHEDULES: | | | | |
| 3. ANY DEVIATION FROM THE REQUIRED DELIVERY SCHEDULE: | | | | |
| 4. ANY DEVIATION FROM THE PAYMENT SCHEDULE AS MENTIONED IN SCC (Special Conditions for Goods) | | | | |
| 5. ANY OTHER ELEMENT AFFECTING THE BID PRICE: | | | | |
| (i) | | | | |

| BIDDER'S DELIVERY DATA | | |
|-------------------------------------------------------------------------------------------|------------|--|
| COUNTRY OF ORIGIN OF OFFERED PRODUCTS (REF. INSTRUCTIONS AND GUIDELINES TO BIDDERS 2.10): | Schedule 1 | |
| | Schedule 2 | |
| | | |
| FCA POINT(S) OF SHIPMENT FOR OFFERED PRODUCTS: | Schedule 1 | |
| | Schedule 2 | |

| | | | |
|-----------------------------------------------------------------|------------|--------------|---------------------|
| DELIVERY TIME (FROM DATE OF ORDER): | Schedule 1 | | |
| | Schedule 2 | | |
| SHIPMENT DIMENSIONS OF OFFERED PRODUCTS (INCLUDING PACKAGE): | | GROSS WEIGHT | <i>TOTAL VOLUME</i> |
| | Schedule 1 | | |
| | Schedule 2 | | |
| | TOTAL | | |

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS **WITHIN THE BID VALIDITY PERIOD STATED ABOVE**, 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.

Exact name and address of company

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS _____

AUTHORIZED SIGNATURE DATE

NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

FUNCTIONAL TITLE OF SIGNATORY

The Bid Form, page 4 & 5 of the Bid document, as well as the above Price Schedule (needs to be completed by Bidder) together with all the Annexures MUST be duly completed and submitted by the Bidder.

Failure to do so may result in disqualification of your bid.

7. Technical Specification Form

(Comparative Data Table)

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

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

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

YESs NO

ANY DEVIATIONS MUST BE LISTED BELOW:

8. Bid Security (Bank Guarantee) Form

[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 Bids 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

[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 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. Form For Goods Satisfactory Installation Certificate

1. This is to certify that the Good/s as detailed below has/have been received in good condition.
 - a) Contact No:_____ date _____
 - b) Description of the Good/s:_____
 - c) Sl. Number(s) of the Good/s:_____
 - d) Quantity:_____
 - e) Name of the consignee:_____

2. The Vendor has fulfilled his contractual obligation with regard to the following incidental services:
 - a) Satisfactory Installation, Performance and start up of equipment.
 - b) Furnishing of tools required for assembly and / or maintenance of the (*Enter name of Equipment with model*)
 - c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
 - d) Train operators/users at each location in operating the equipment to the satisfaction of the consigned.

Signature_____

Name_____

Designation with stamp_____

Date_____

Countersigned by:

Signature_____

Name_____

Designation with stamp_____

Date_____

Phone No:

Fax NO:

NOTE

1. This certificate is to be filled up and issued by representative of the consignee which is to be duly stamped and countersigned the Supervisor. Name of the countersigning authority and their contact Phone /Fax Nos. are to be clearly mentioned.
2. Original copy of the certificate shall be given to Vendor or his authorized representative and a copy to be transmitted to UNOPS (*enter address and contact details*)

12. No Adverse Action Confirmation Form

This is to certify that:

- 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 _____

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications
4. Drawings
5. Inspections and Tests

SCHEDULE OF REQUIREMENTS

| Sch No | Product Description | Quantity |
|--------|----------------------------------------------------------------|----------|
| I | SINGLE PUNCTURE LAPAROSCOPES WITH CO2 INSUFFLATOR & COLD LIGHT | 230 |
| II | TRAINING LAPAROSCOPE SETS WITH CO2 INSUFFLATOR | 36 |

Delivery Schedule: Delivery at consignee within 45 days for both single puncture and training laparoscope.

Installation of Single Puncture Laparoscope: Training and Installation at District Health Centers as per consignee list is required within 45 days from the date of receipt of goods by consignee.

Installation and Commissioning of Training laparoscope in respect of all Consignees within 45 days from the date receipt of consignment by consignee.

Terms of Delivery:

CPT Final consignee destination as per Consignee Distribution List. The responsibility of arranging all required documents, including Custom clearance (if applicable), Road Permits etc. is the responsibility of the Supplier.

Consignee wise Distribution of Goods

| Schedule No. | Name of the Item | Name of the Consignee | Qty. of Sets |
|--------------|------------------------------------------------------------------------|------------------------------------------------------|--------------|
| 1 | Single Puncture Laparoscope with CO2 Insufflator & Cold Light | Logistics Management Cell, Nadarganj, Lucknow | 230 |
| 2 | Training Laparoscope Sets With CO2 Insufflator | Logistics Management Cell, Nadarganj, Lucknow* | 36 |

***Training Laparoscopes (2 each) will be installed at:**

I. Department of Obstetrics & Gynecology in Govt. Medical Colleges at:

- (1) Agra,
- (2) Allahabad,
- (3) Aligarh,
- (4) Meerut,
- (5) Lucknow,
- (6) Kanpur,
- (7) Jhansi,
- (8) Gorakhpur, and
- (9) Varanasi.

II. District Women's Hospitals at:

- (1) Allahabad,
- (2) Azamgarh,
- (3) Kanpur Nagar,
- (4) Meerut,
- (5) Mirzapur,
- (6) Moradabad,
- (7) Saharanpur,
- (8) Gorakhpur, and
- (9) Lucknow

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

ii) Availability of Spare parts

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

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

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

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

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

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

3. Technical Specifications

SINGLE PUNCTURE LAPAROSCOPE WITH CO2 INSUFFLATORS & COLD LIGHT

TECHNICAL SPECIFICATIONS OF SINGLE PUNCTURE LAPAROSCOPE WITH CO2 INSUFFLATORS & COLD LIGHT

| | <u>Pl Fill In</u> <u>Yes/ No</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <p>Telescope Specifications:</p> <p>Telescope 0 degree with parallel eye piece, 10 to 11 mm diameter Fibre optic light transmission incorporated; should be compatible with the commonly available light cables (necessary adaptors should be provided) Can be sterilized by autoclaving, cidex solutions and Formalin Chamber. Should have inbuilt 6 mm instrument channel for ring applicator as well as CO2 gas insufflation channel with stopcock, Working length of 270-275 mm</p> | |
| <p>Trocar & Cannula:</p> <p>Cannula size + 1 mm more than the telescope diameter; should have multifunctional valve and automatic valve to prevent damage of sharp instruments and opticle tip lens while passing through the cannula valve. It should have stopcock for CO2 insufflation.</p> <p>Trocar should have pyramidal tip with pin holes near the tip for safety outlet of CO2 gas. The working length of the canula should be 100-110 mm.</p> | <u>Yes/ No</u> |
| <p>Ring Applicator:</p> <p>Ring applicator for use with parallel eyepiece telescope compatible with the above telescope, capable of loading two silastic rings. Firing of silicon ring to position1 where one ring is loaded and firing of two rings simultaneously at position2. The ring applicator has to be fully dismantable into different parts like, Prone, Inner tube, outer tube, thumb, knurled ring etc to make it sterlization and service friendly</p> | <u>Yes/ No</u> |
| Cones: Suitable cones for loading rings to the above applicator | <u>Yes/ No</u> |
| Slide/guide: Suitable slides/guide for loading rings to the above applicator | <u>Yes/ No</u> |
| Veress Needle: Veress Needle with spring loaded blunt stylet with luer lock and length of 10 cm | <u>Yes/ No</u> |
| Veress Needle: Veress Needle with spring loaded blunt stylet with luer lock and length of 15 cm | <u>Yes/ No</u> |
| <p>Essential Spares:</p> <p>i) Spare Washer for Trocar and Cannula:</p> <p>a. Sealing Cap 10mm.</p> | <u>Yes/ No</u> |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| b. Tappet for multifunctional Valve. | |
| c. Seal for Automatic Valve. | |
| ii) Spare Part for Ring Applicator & Veress Needle: a. Spring for Ring Applicator. b. finger ring(Thumb) for ring applicator. c. knurled screw for ring applicator. d. inner sheath of ring applicator. e. Tension rod with grasper(Prone insert) for ring applicator. f. adapter for fiber optic light cable for telescope of same make. g. stopcock for cannula gas inlet. h. spring cap for stopcock. | <u>Yes/ No</u> |
| iii) Cleaning Kit: a. Trocar Brush. b. Cannula Brush. c. silicon Oil 50 ml bottle. d. special lubricant for stopcock. e. Telescope lens cleaner | <u>Yes/ No</u> |
| iv) Case for Storage of Laparoscope and instruments: Plastic storage brief case with foaming inside for Laparoscope Telescope and all hand instruments and accessories for storage and transportation. | <u>Yes/ No</u> |

System Configuration Accessories, spares and consumables

| System Configuration Accessories, spares and consumables | Quantity | <u>Yes/ No</u> |
|----------------------------------------------------------|----------|----------------|
| Telescope | 01 | <u>Yes/ No</u> |
| Trocar & Cannula for Telescope | 02 | <u>Yes/ No</u> |
| Ring Applicator | 02 | <u>Yes/ No</u> |
| Cones | 05 | <u>Yes/ No</u> |
| Slide/guide | 10 | <u>Yes/ No</u> |
| Veress Needles(10 cm) | 02 | <u>Yes/ No</u> |
| Veress Needles(15 cm) | 02 | <u>Yes/ No</u> |
| Essential Spares: | | <u>Yes/ No</u> |
| i) Spare Washer for Trocar and Cannula: | 10 | |
| a. Sealing Cap 10mm. | 10 | |
| b. Tappet for multifunctional Valve. | 10 | |
| c. Seal for Automatic Valve. | | |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------|
| ii) Spare Part for Ring Applicator & Veress Needle: a. Spring for Ring Applicator. b. finger ring(Thumb) for ring applicator. c. knurled screw for ring applicator. d. inner sheath of ring applicator. e. Tension rod with grasper(Prone insert) for ring applicator. f. adapter for fiber optic light cable for telescope of same make. g. stopcock for cannula gas inlet. i. spring cap for stopcock | 05 01 05 02 01 02 02 02 | <u>Yes/ No</u> |
| iii) Cleaning Kit: a. Trocar Brush. b. Cannula Brush. c. silicon Oil 50 ml bottle. d. special lubricant for stopcock. e. Telescope lens cleaner | 02 02 02 05 05 | <u>Yes/ No</u> |
| iv) Case for Storage of Laparoscope and instruments: Plastic storage brief case with foaming inside for laparoscope Telescope and all hand instruments and accessories for storage and transportation. | 01 | <u>Yes/ No</u> |

Environmental factors

| <u>Specifications</u> | <u>Pl Fill In</u> |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------|
| The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90% | <u>Yes/ No</u> |
| The unit shall be specified for operation up to 45 deg C and 100% relative humidity | <u>Yes/ No</u> |

Standards & Warranty

| <u>Specifications</u> | <u>Pl Fill In</u> |
|----------------------------------------------------------------------------|-------------------|
| Should be FDA , CE,UL or BIS approved product | <u>Yes/ No</u> |
| Comprehensive warranty and CMC as specified in Clause 2. | <u>Yes/ No</u> |
| Manufacturer/Supplier should have ISO certification for quality standards. | <u>Yes/ No</u> |

Documentation

| <u>Specifications</u> | <u>Pl Fill In</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| User Manual in English | <u>Yes/ No</u> |
| Service manual in English | <u>Yes/ No</u> |
| Certificate of calibration and inspection. | <u>Yes/ No</u> |
| User list to be provided with performance certificate. | <u>Yes/ No</u> |
| Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered. Spare Parts List (with part nos.) | <u>Yes/ No</u> |
| Test Requirements | |
| Conformity with the technical specifications | <u>Yes/ No</u> |
| | |
| | |

Carbon Dioxide Insufflators & Light Source and other essential item specification:

| Specifications | Pl Fill in |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Carbon Dioxide Insufflators: | <u>Yes/ No</u> |
| Electronic CO ₂ insufflators with pin index connection | <u>Yes/ No</u> |
| Should have an adjustable flow rate of 0 to 20 ltr. per minute and a pressure range adjustable between 0-30 mm Hg. | <u>Yes/ No</u> |
| Preset and actual value for Pressure and flow should be displayed together on the front panel in digital display. | <u>Yes/ No</u> |
| Constant monitoring of intra-abdominal pressure; any overpressure is released immediately with back flow with acoustic alarm. | <u>Yes/ No</u> |
| Unit should have in-built heater to warm up and preheat the CO ₂ gas. | <u>Yes/ No</u> |
| Should be able to select either central supply (4.5Kg/cm ²) input pressure from central supply as well as direct connection to high pressure CO ₂ cylinder and should indicate the right inlet pressure of CO ₂ gas supply by bar graph on front panel of machine. | <u>Yes/ No</u> |
| Unit should produce immediately acoustic alarm in case of sudden blockage in the gas outlet tube or wrongly placed Veress Needle. | <u>Yes/ No</u> |
| Provided with Silicon autoclave tubing with luer attachment. | <u>Yes/ No</u> |
| Instrument should work on a universal power supply of 100-240 V, with a frequency of 50 Hz single phase. | <u>Yes/ No</u> |
| Electrical Safety certification - IEC-601-1 and CE acc to MDD | <u>Yes/ No</u> |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| High Pressure Hose: High Pressure Hose suitable to connect the insufflators with pin indexed CO ₂ cylinder | <u>Yes/ No</u> |
| Wrench Kit : Suitable for connecting the insufflators to CO ₂ cylinder | <u>Yes/ No</u> |
| Carbon Dioxide Bottle: 5 Kg. Carbon Dioxide bottle with pin index connection | <u>Yes/ No</u> |
| Cold Light Source: Halogen cold light source of 250 watts. With built in spare lamp and in case of one lamp failure the spare lamp should come automatic in place via built in opto sensor to give the light for the surgery. Should have inbuilt heat filter, light collimators and reflector for proper light intensity at the light outlet. Should work on universal power supply of 100-240VAC, 50Hz. Electrical Safety Certification - IEC-601-1. CE acc to MDD. | <u>Yes/ No</u> <u>Yes/ No</u> <u>Yes/ No</u> <u>Yes/ No</u> <u>Yes/ No</u> |
| Fiber Optic Light Cable : 3.5-4.0 mm actual diameter of fiber optic light bundles, 200-230 cm in length compatible with the cold light source and the commonly available telescopes (necessary adaptors may be provided) | <u>Yes/ No</u> |
| Essential Spares (i) Main Cord: Compatible with insufflators and cold light source of 220-240 Volts. (ii) Halogen Spare Lamps: Halogen spare lamps of 250 watts, 24 V. iii) CO₂ Silicon tube sterilizable with LUER lock for patient insufflation. | <u>Yes/ No</u> |
| Formalin Chamber (for Sterilization of Laparoscopes): Formaline Chamber made of Virgin Acrylic 6mm thickness; size:26"x8"x8"(LxBxH) with three tray, for sterilizing the laparoscope, preferably with three tray. | <u>Yes/ No</u> |
| Tray for sterilization of Laparoscopes : Disinfection/Sterilization stainless steel tray of steel grade 304 with sieve tray to lift. Size: 27"x7"x5"(LxBxD). | <u>Yes/ No</u> |

Environmental factors

| Specifications | PI Fill in |
|------------------------------------------------------------------------------------------------------------------------------|----------------|
| The unit should be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90% | <u>Yes/ No</u> |
| The unit should be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90% | <u>Yes/ No</u> |

Power Supply

| Specifications | PI Fill in |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Power input to be 220-240VAC, 50Hz fitted with Indian plug | <u>Yes/ No</u> |
| <p>Suitable UPS – 1.0 KVA. UPS – 1.0 KVA off line with One hour backup time(at 500 Watts real load) with inbuilt SMF frequency. Should be able to work on wide input range between 160-270 VAC at frequency between 50Hz \pm 2Hz, Should use PWM technology with power conversion with single transformer arrangements with an output of 220VAC \pm 5%, protection of overload, short circuit and low battery. Should have indication on front panel for mains load/battery load/ battery overload-low and MCB protection in case of short circuit. ISI/CE approved good quality Indian make.</p> | <u>Yes/ No</u> |
| <p>Voltage corrector/stabilizer of appropriate ratings: Voltage Stabilizer 1.0 KVA. Should be able to maintain constant output voltage of 220 VAC \pm 5% under input voltage condition of 170-270 VAC. Should have line RFI filter. ISI approved good quality Indian make.</p> | <u>Yes/ No</u> |

Standards, Safety and Training

| Specifications | PI Fill in |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Should be FDA , CE,UL or BIS approved product, minimum three years. | <u>Yes/ No</u> |
| Product Should have IEC safety standards as per technical specification where ever it is listed. | <u>Yes/ No</u> |
| Comprehensive warranty and CMC as specified in Clause 2. | <u>Yes/ No</u> |
| Manufacturer/Supplier should have ISO certification for quality standards. | <u>Yes/ No</u> |
| All core laparoscopy items such as Telescope, Veress needle, Trocar Cannula, Ring applicator, CO2 Insufflator, Cold Light source, Fiber optic cable must be from single manufacturer for making the system totally compatible. | <u>Yes/ No</u> |

Documentation

| Specifications | PI Fill in |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| User Manual in English | <u>Yes/ No</u> |
| Service manual in English | <u>Yes/ No</u> |
| Certificate of calibration and inspection | <u>Yes/ No</u> |
| User list to be provided with performance certificate | <u>Yes/ No</u> |
| Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet .Any point , if not substantiated with authenticated catalogue/manual, will not be considered. | <u>Yes/ No</u> |
| Spare Parts List (with part nos.) | <u>Yes/ No</u> |

System Configuration Accessories, spares and consumables

| ITEM | QTY | PI Fill in |
|-------------------------------------|-----|----------------|
| Carbon Dioxide Insufflators | 01 | <u>Yes/ No</u> |
| High pressure hose for Insufflators | 01 | <u>Yes/ No</u> |
| Wrench Kit | 01 | <u>Yes/ No</u> |
| Carbon Dioxide bottles 5.0 Kg. | 02 | <u>Yes/ No</u> |
| Cold Light Source | 01 | <u>Yes/ No</u> |
| Fibre Optic Light Cable | 02 | <u>Yes/ No</u> |
| Formalin Chamber | 01 | <u>Yes/ No</u> |
| Tray for Sterilization. | 02 | <u>Yes/ No</u> |
| UPS 1.0 KVA | 01 | <u>Yes/ No</u> |
| Voltage Stabilizer 1.0 KVA | 01 | <u>Yes/ No</u> |

Essential Spares per unit

| ITEM | QTY | PI Fill in |
|----------------------------------------------------------------------------------|-----|----------------|
| Main Cord: Compatible with insufflators and cold light source of 220-240 Volts.- | 02 | <u>Yes/ No</u> |
| Halogen Spare Lamps: Halogen spare lamps of 250 watts- | 12 | <u>Yes/ No</u> |
| CO2 Silicon tube sterilizable with LUER | 02 | <u>Yes/ No</u> |

**TECHNICAL SPECIFICATIONS OF LAPAROSCOPE SET FOR TRAINING
WITH CO2 INSUFFLATOR**

| Item with Specification. | Qty | Fill in |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------|
| Telescope: Straight forward telescope,0 degree enlarged view, size: 10 MM rod lenses system ,Length:30- 31 cms, Auto clavable, Fiber optic light transmission incorporated | 01 | Yes/No |
| Telescope: Straight forward Oblique,30 degree enlarged view, size: 6-6.5 MM rod lenses system ,Length:35- 36 cms, Auto clavable, Fiber Optic Light Transmission Incorporated. | 01 | Yes/No |
| Trocar & Cannula: Cannula size : 11 mm diameter ; should have multifunctional valve and automatic valve to prevent damage of sharp instruments and quipme tip lens while passing through the cannula valve. It should have stopcock for CO2 insufflation. Trocar should have pyramidal tip with pin holes near the tip for safety outlet of CO2 gas.The working length of the canula should be 100-110 mm. | 02 | Yes/No Yes/No Yes/No |
| Trocar & Cannula: Cannula size : 7 mm diameter ; should have multifunctional valve and automatic valve to prevent damage of sharp instruments and quipme tip lens while passing through the cannula valve. It should have stopcock for CO2 insufflation. Trocar should have pyramidal tip with pin holes near the tip for safety outlet of CO2 gas.The working length of the canula should be 100-110 mm. | 02 | Yes/No Yes/No Yes/No |
| Trocar & Cannula: Cannula size : 6mm diameter ; should have multifunctional valve and automatic valve to prevent damage of sharp instruments and quipme tip lens while passing through the cannula valve. It should have stopcock for CO2 insufflation. Trocar should have pyramidal tip with pin holes near the tip for safety outlet of CO2 gas.The working length of the canula should be 100-110 mm. | 02 | Yes/No Yes/No Yes/No |
| Veress Needle: Veress needle of working length 13 cm with luer lock. | 02 | Yes/No |
| Ring Applicator: Ring applicator for use with 6 – 7 mm Trocar & Cannula, capable of | 01 | Yes/No |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------|
| loading two silastic rings. Firing of silicon ring to position1 where one ring is loaded and firing of two rings simultaneously at position2. The ring applicator has to be fully dismantable into different parts like, Prone, Inner tube, outer tube, thumb, knurled ring etc to make it equipments on and service friendly. | | Yes/No Yes/No Yes/No |
| Bipolar Forcep: Bipolar Grasping Forceps size: 5mm, robust type, take apart in nature that it can be dismantable into three parts, handle, insert grasper and working tube; with movable inner sheath and non-retracting jaws. Working length 33cm Handle should be spring type. | 01 | Yes/No Yes/No |
| Bipolar Insert Only: Bipolar grasping insert only, robust type to fit with main bipolar forceps. | 02 | Yes/No |
| Inner Sheath: Inner sheath with HF insulation to fit with main bipolar forceps. | 02 | Yes/No |
| Bipolar HF Cable: Bipolar HF cable compatible to connect with main bipolar forceps. | 02 | Yes/No |
| Unipolar curved Kelly dissecting and Grasping Forcep: Kelly curved dissecting and grasping forceps insulated, atraumatic, working length 36 cm, size: 5mm,dismountable into handle, insert and working tube. Handle without ratchet. | 01 | Yes/No Yes/No |
| Insert Forcep Unipolar: Insert forcep Kelly type curved atraumatic jaw compatible with main Kelley curved dissecting forceps. | 01 | Yes/No |
| Unipolar Atraumatic Grasping Gorcep: Atraumatic fenestrated Grasping forcep, slightly curved, insulated. Dismantable into different parts, insert, handle and working tube, Working length of 36 cm, size: 5mm. Handle with ratchet. | 01 | Yes/No Yes/No |
| Oviduct Forcep: Oviduct forceps to hold the fallopian tube, purely atraumatic without serration. Working length 36 cm, size: 5mm, handle without ratchet. | 01 | Yes/No Yes/No |
| Scissor curved Unipolar: METZENBAUM curved scissor, length of blade 12mm, connection for unipolar HF cable, dismantable into insert, tube and handle. Working length 36 cm, size: 5mm, handle without ratchet. | 01 | Yes/No Yes/No |
| Insert curved scissor: Scissor curved inset to fit with main curved scissor. | 02 | Yes/No |
| HF Needle Electrode: High Frequency Needle for splitting and coagulation, insulated, with connection pin for unipolar coagulation, working length 31cm. | 01 | Yes/No Yes/No |
| HF Needle Only: Needle insert only suitable to insert with HF needle electrode. | 02 | Yes/No |
| Unipolar HF Cable: Unipolar HF cable suitable to connect with forcep and | 02 | Yes/No |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>pressure from central supply as well as direct connection to high pressure CO2 cylinder and should indicate the right inlet pressure of CO2 gas supply by bar graph on front panel of machine. Unit should produce immediately acoustic alarm in case of sudden blockage in the gas outlet tube or wrongly placed Veress Needle. Provided with Silicon autoclave tubing with luer attachment.</p> <p>Instrument should work on a universal power supply of 100-240 V, with a frequency of 50 Hz single phase. Electrical Safety certification – IEC-601-1 and CE acc to MDD</p> | | <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> |
| <p>HP Hose: Suitable high pressure hose pin index to connect the gas to insufflator, length : 1.0 meter.</p> | 01 | Yes/No |
| <p>CO2 Cylinder: 5 Kg. Carbon Dioxide bottle with pin index connection with wrench</p> | 02 | Yes/No |
| <p>Electro Surgical Unit: Microcontroller based Digital Electrosurgical Cautery 300 Watts with Digital Display Push Switch Control Provides Consistent Performance for General Surgical Procedures & delivers its Optimum & Reliable Power by using latest & Advance Technology, Convenient for all Surgical Application. Unipolar as well as Bipolar facility having operating frequency between 500-700 KHz. Must have Dual Mono-polar Coagulation Facility on the unit :- Two surgeons can operate mono-polar coagulation at the same time on the same patient. Must have Patient Plate Contact Quality Monitoring system - With This Silicon Dual Pad Patient Plate Contact Quality Monitoring Takes Place , the moment the contact between Plate & Patient reduces it stops the HF delivery with an audio visual indications. Independent Mono-polar & Bipolar Output Can be used without Any Switch over from the Machine :- This facility Enables the operating surgeon to perform surgery without any Hassle. Facility for pure cut 300 watts, blend cut 250 watts, endocut 200 watts, Bipolar cut and coagulation 120- 100 watts. In Accordance with IEC 60601-1 and IEC 60601-2-2; CE certified</p> <p>Unit should be supplied with footswitch, patient plate, patient cable, hand control pencil with standard accessories</p> | 01 | <p>Yes/No</p> |
| <p>Video Trolley: Suitable video trolley to be supplied for mounting equipments having minimum three self with drawer, with antistatic wheel casters, front locable, high grade of electrical insulation and earth protection. 5 Ampere socket, 5 Nos, inbuilt with trolley to connect all electronic devices. CO2 bottle stand,</p> | 01 | <p>Yes/No</p> <p>Yes/No</p> |
| <p>Sterlization/Disinfection Tray:</p> | 02 | Yes/No |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------|
| Disinfection/Sterilization stainless steel tray of steel grade 304 with sieve tray to lift. Size: 27"x7"x5"(LxBxD) | | |
| Formaline Chamber: Formaline Chamber made of Virgin Acrylic 6mm thickness; size:26"x8"x8"(LxBxH) with three tray, for sterilizing the laparoscope, preferably with three tray | 01 | Yes/No |
| UPS 1.5 KVA: UPS – 1.5 KVA off line with One hour backup time(at 1000 Watts real load) with SMF Batteries. Should be able to work on wide input range between 160-270 VAC at frequency between 50Hz ± 2Hz, Should use PWM technology with power conversion with single transformer arrangements with an output of 220VAC ± 5%, protection of overload, short circuit and low battery. Should have indication on front panel for mains load/battery load/ battery overload-low and MCB protection in case of short circuit. ISI/CE approved good quality Indian make. | 01 | Yes/No Yes/No Yes/No Yes/No |

Power Supply

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

Suitable UPS – **1.5 KVA** with maintenance-free batteries for minimum one-hour backup time should be supplied with the system

Environmental factors

The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%

The unit shall be specified for operation up to 45 deg C and 100% relative humidity.

Spares

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

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

Standards & Warranty

Should be FDA , CE,UL or BIS approved product, minimum three years from this ITB.

Comprehensive warranty and CMC as specified in Clause 2.

Manufacturer/Supplier should have ISO certification for quality standards.

Product should have IEC safety standards where ever listed.

The core training laparoscope like Telescope, Endovision camera, light source, CO2 Insufflator, hand instruments(bipolar forcep, unipolar forcep, HF needle etc.) fiber optic cable, ring applicator, veress needle, Video monitor should be from single manufacturer for system compatibility.

Documentation

User Manual in English

Service manual in English

Certificate of calibration and inspection.

User list to be provided with performance certificate.

Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.

Test Requirements

Conformity with the technical specifications.

Part B

General Requirements

1. Product and package specifications

1.1 All packaging must be properly sealed and tamper-proof and should conform to the Indian Standards Specifications laid down from time to time by the Bureau of Indian Standards (BIS) or equivalent IS standards in addition to any other requirement prescribed under the said Rules.

Not only the goods, but also the packaging components should also conform to specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser.

2. Product information

2.1 The following information will be required for goods offered by the Bidder:

- i) Name and address of the manufacturer;
- ii) Country of Origin;
- iii) Year of manufacture

2.2 On award, the supplier shall on demand provide a translated version in the language of the Bid of the prescriber's information for any specific product the Purchaser may request.

2.3 Failure to include any of this information, at the discretion of the Purchaser, render the Bid non-responsive.

3. Recalls

3.1 If products must be recalled because of problems with product quality the Supplier will be obligated to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable, same goods, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

4. Labeling Instructions:

4.1 The labels on packaging must be attached to at least two sides. The label should include the name of the product, the name of the manufacturer, batch number and year of manufacture.

Additional Labeling:

- 4.2 Each individual pack, inner carton and nested cartons to have the following words printed in English **DIAGONALLY** in red ink with bold letters

‘GOVERNMENT OF UTTAR PRADESH SUPPLY - NOT FOR SALE’

5. Unique identifiers

- 5.1 The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging.

6. Standards and quality assurance for supply

- 6.1 All products must:

- a) meet the requirements of manufacturing legislation and regulation of medical devices in the country of origin;
- b) Conform to all the specifications contained therein; and

- 6.2 The successful Bidder will be required to furnish to the purchaser:

- a) with each consignment, a certificate of quality assurance test results as applicable to the product being supplied;

- 6.3 The successful Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures, test methods, in-process tests, and finished product.

6.4 SPECIFICATION OF PACKAGING MATERIAL

- 6.4.1 General Specifications:

- (i) Standard packing

Note: The requirements of additional labeling will be intimated at the time of contract

All artwork of the packing material should be approved by UNOPS before final packing.

Part C
Specific Requirements

A. Protocol and Testing

Protocol and Testing:

For International manufacturers:

Complete test protocols along with the samples of all the batches should be sent to Head of Testing laboratory identified and specified by the purchaser.

For local manufacturers:

Complete Test Protocol and samples are taken and sent to Head of Testing laboratory identified and specified by the purchaser, by the Inspecting Officer duly sealed and signed by him or his authorized representative.

B. Markings

All containers and invoices must bear the name of the product, year of manufacture and appropriate storage conditions.

Inner boxes: The inner boxes shall be marked with the following information in a clearly legible manner which is acceptable to the Purchaser:

- Name of the product
- Manufacturer's name and registered address
- Manufacturer's License number
- Lot or batch number
- Year of manufacture
- Instructions for storage and handling
- Place of manufacture (Made in _____)

Exterior Shipping Cartons:

The following information shall be stenciled or labeled on the exterior shipping cartons on all four sides in bold letters at least 5mm high with waterproof indelible ink in a clearly legible manner which is acceptable to the Purchaser:

- Name of the product
- Lot or batch number
- Year of manufacture
- Manufacturer's name and registered address
- Manufacturer's national registration number
- Destination country license or registration number
- Consignee's address & emergency phone number including mobile number
- Destination airport
- Contract number

- Number of sets of Laparoscopes contained in the carton
- Gross weight of each carton (in kg)
- Instructions for storage and handling
- Place of manufacture (Made in _____)

C. Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be shipped must be sent at least seven days in advance of arrival of the shipment. In the case of an individual contract for a specific destination that requires a longer period of advance notice, a longer period should apply. The consignee(s) shall be intimated well in advance by registered letter/e-mail/ telephone, so that the products are collected from the airport immediately after arrival.

The documentation must include the following:

- Pre-advice defined by the Purchaser
- Airway bill (AWB);
- Supplier's invoice;
- Packing list;
- Lot release certificate (LRC) as per the requirements issued by the national regulatory authority (NRA) of the country of manufacture for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarder or the manufacturer to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:

- Purchase order reference;
- Consignee requisition reference;
- Number of packages and gross weight (in kilograms).
- Value of shipment (in Indian Rupees and US \$);
- AWB and flight number(s);
- Date and time for place of departure, transit (if applicable), and arrival;
- Instructions for collection;
- Any other information specified in the individual contract must also be included for the consignee.

The following information shall be stated on the airway bill:

- Consignee's name, address, telephone number (including mobile no.) and e-mail ID.

- Purchase order reference;
- Consignee’s requisition reference;
- Instructions to: “Telephone consignee upon arrival (*repeat telephone number*);

D. Dispatch

Shipments should be scheduled to arrive outside weekends and/or public holidays in the recipient country and airline bookings should be made well ahead of the date of departure.

- NOTE: 1) The purchaser has the right to include any further requirement, of labeling, packing, etc at the time of issue of contract**
- 2) Post Warranty Maintenance Contract: Wherever the bid document mentions “AMC (Annual Maintenance Contract)”, it shall be read as “CMC (Comprehensive Maintenance Contract)”**

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS AS DESCRIBED IN ANNEXURE 1, PARTS A, B AND C

YES NO

ANY DEVIATION MUST BE LISTED BELOW:

4. Drawings

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

5. Inspections and Tests

The following inspections and tests shall be performed:

The 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.

PART 3 - Contract

Section VI. General Conditions for Goods

General Conditions of Contracts for Goods

(see also:

<http://www.unops.org/SiteCollectionDocuments/Procurement%20docs/UN%20General%20Conditions%20-%20Form%202%20-%20Goods%20Only%20-%20Jan%202008.pdf>)

1. LEGAL STATUS OF THE PARTIES:

UNOPS and the Vendor shall each be referred to as a “Party” hereunder and each Party acknowledges and agrees that:

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 fulfillment of its purposes.

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.

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 fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

2. DEFINITIONS:

2.1 GOODS AND SERVICES: 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.

2.2 TRADE TERMS: Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2000.

3. CONTRACT PRICE;

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.

4. PACKAGING OF THE GOODS:

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.

5. TRANSPORTATION AND FREIGHT:

Unless otherwise specified in the Contract (including in any INCOTERM 2000) 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.

6. EXPORT LICENSING:

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.

7. DELIVERY OF GOODS:

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 2000) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until 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.

8. INSPECTION OF THE GOODS:

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.

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.

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.

9. ACCEPTANCE OF GOODS:

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.

10. REJECTION OF GOODS:

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:

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

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

10.1.3 Replace the Goods with Goods of equal or better quality; and

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.

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.

11. TITLE:

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.

12. PERFORMANCE SECURITY:

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.

13. WARRANTIES:

13.1 Goods Warranties:

Without limitation of any other warranties stated in or arising under the Contract, the Vendor warrants and represents that:

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;

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;

13.1.3 The Goods are of the quality, quantity and description required by the Contract;
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

13.1.5 The Goods are new and unused. 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. 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 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.

13.2 Mines:

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.

13.3 Sexual Exploitation:

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.

13.4 Fundamental Principles and Rights at Work:

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 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.

14. ENCUMBRANCES AND LIENS:

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.

15. INDEMNIFICATION:

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:

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

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.

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.

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.

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:

15.4.1 Procure for UNOPS the unrestricted right to continue using such Goods or services provided to UNOPS;

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

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.

16. LIQUIDATED DAMAGES:

Except under the circumstances of Force Majure 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.

17. PROPRIETARY RIGHTS:

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, 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.

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.

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.

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.

18. CHANGES:

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.

19. TERMINATION FOR CONVENIENCE:

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.

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.

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.

20. TERMINATION FOR DEFAULT:

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:

20.1.1 the Vendor fails to deliver any or all of the Goods within the period specified in the Contract:

20.1.2 the Vendor fails to perform any other obligation under the Contract;

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:

20.1.4 the Vendor breaches the warranty regarding mines set forth in Article 13.2:

20.1.5 the Vendor breaches the warranty regarding sexual exploitation set forth in Article 13.3:

20.1.6 the Vendor breaches the warranty regarding Fundamental Principles and Rights at Work set forth in Article 13.4:

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:

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;

20.1.9 the Vendor is granted a moratorium or a stay or is declared insolvent;

20.1.10 the Vendor makes an assignment for the benefit of one or more of its creditors;

20.1.11 a receiver is appointed on account of the insolvency of the Vendor;

20.1.12 the Vendor offers a settlement in lieu of bankruptcy or receivership;

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

20.1.14 the Vendor assigns the Contract without UNOPS' consent:

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.

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.

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.

21. REMEDIES FOR DEFAULT:

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.

22. CONSEQUENCES OF TERMINATION:

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:

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;

22.1.2 Place no further orders for Goods or other materials, except as UNOPS and the Vendor agree in writing are necessary to fulfill any outstanding order or to complete any portion of the Contract that has not been terminated;

22.1.3 Transfer title and deliver to UNOPS any Goods remaining to be delivered as stipulated in the notice of termination; and

22.1.4 Take any other action that may be necessary or that UNOPS may direct in writing, for the protection and preservation 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.

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 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.

23. CONFIDENTIALITY:

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.

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.

23.3 The obligation of a Party under the two foregoing paragraphs shall not apply to information that:

23.3.1 Now or hereafter enters the public domain through no fault of that Party;

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

23.3.3 Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

23.4 The provisions of this Article 23 shall survive completion or termination, for whatever reason, of this Contract.

24. FORCE MAJEURE:

24.1 *Force majeure* 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 *force majeure* under the Contract.

24.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, 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 *force majeure* 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.

24.3 If an event of *force majeure* 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.

25. SOURCE OF INSTRUCTIONS:

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.

26. BENEFITS, CORRUPTION AND FRAUD:

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, any thing 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.

27. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNOPS:

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.

28. ASSIGNMENT:

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.

29. NON-WAIVER OF RIGHTS:

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.

30. NON-EXCLUSIVITY:

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.

31. TAXES:

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.

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 under written protest.

32. AMICABLE SETTLEMENT:

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.

33. ARBITRATION:

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.

34. PRIVILEGES AND IMMUNITIES:

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.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

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| <p>The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.</p> | |
| <p>GCC 7</p> | <p>The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:</p> <p>I. For Goods supplied from abroad:</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, three sets of documents comprising of two originals and one copy of the following:</p> <ul style="list-style-type: none"> (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh; the Contract number, credit/loan number, Goods description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (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 State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh, 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) Supplier's Certificate of Origin covering all items supplied;
- (vi) Internal Test Analysis Report of the Manufacturer for the items offered;
- (vii) Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required);
- (viii) Certificate of weight issued by the port authority/licensed authority;
- (ix) Dispatch Clearance Certificate issued by UNOPS along with the external batch-wise test report by the nominated testing agency.
- (x) Supporting insurance document(s) in case of CIP delivery.
- (xi) Any other/additional procurement – specific document(s) required for delivery/payment purposes.

The above sets of documents shall be received by the Purchaser at least 3 days before the arrival of Goods at the port or place of arrival and, if not so received, the Supplier will be responsible for any consequent expenses in this regard.

(B) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser three sets of documents comprising of one original and two copies of the following:

- (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh, the Contract number, credit/loan number; Goods' description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Proof of Dispatch (POD), viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh, and delivery through to final destination as stated in the Contract;
- (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) [Form attached with SCC]
- (iv) Packing list identifying contents of each package;

- (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied;
- (vi) Supplier's Certificate of Origin covering all items supplied;
- (vii) Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required);
- (viii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer;
- (ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice;
- (x) Dispatch Clearance Certificate issued by UNOPS along with the external batch-wise test report issued by the nominated testing agency;
- (xi) Supporting insurance document(s) in case of CIP delivery; and
- (xii) Any other/additional procurement-specific document(s) required for delivery/payment purposes.

(C) 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 set 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.
- (iv) Copies of Dispatch Clearance Certificate issued by UNOPS along with external test report(s).

II. For Goods from within the Purchaser's country:

(A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser three sets of documents comprising of one original and two copies of the following:

- (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State Programme

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| | <p>Management Unit (SPMU), NRHM, Government of Uttar Pradesh the Contract number, credit/loan number; Goods' description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <ul style="list-style-type: none"> (ii) Proof of Dispatch (POD), viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh and delivery through to final destination as stated in the Contract; (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) [Form attached with SCC] (iv) Packing list identifying contents of each package; (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) Supplier's Certificate of Origin covering all items supplied; (vii) Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required); (viii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer; (ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice; (x) Dispatch Clearance Certificate issued by UNOPS along with the external batch-wise test report issued by the nominated testing agency; (xi) Supporting insurance document(s) in case of CIP delivery; and (xii) Any other/additional procurement-specific document(s) required for delivery/payment purposes. <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 set of the documents mentioned below:</p> |
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| | <p>(i) Copy of Invoice containing particulars as per para II(A)(i) ante;</p> <p>(ii) Packing list identifying contents of each package</p> <p>(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</p> <p>(iv) Copies of Dispatch Clearance Certificate issued by UNOPS along with external test report(s).</p> <p>For both I and II above:</p> <p>(a) 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 Acceptance Certificate, to be issued in accordance with GCC 9.1.</p> <p>(b) It will be the responsibility of the Supplier to obtain from the Purchaser (UNOPS), Customs Exemption Certificate or Excise Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time</p> |
| GCC 8.4 | <p>Add The following as GCC 8.4</p> <p>The Inspection and tests, as applicable under I or II shall be:</p> <p>I. For Goods supplied from outside India.</p> <p>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.</p> <p>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.</p> <p>c) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.</p> <p>II. For Goods supplied from Within India</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>For (I) and (II) both</p> |

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| | <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 & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period</p> |
| GCC 8.5 | <p>Add the following as GCC 8.5</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> |
| GCC 11 | <p>Title in and to the Goods shall pass from Vendor to UNOPS upon final delivery and acceptance of Goods by the Consignee.</p> |
| GCC 12 | <p>Replace the first sentence of the para with the following:</p> <p>(a) Within 21 days after the Supplier's issue 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 120 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended for 120 days over and above the extended warranty period.</p> <p>(b) The performance security as mentioned above shall be in the form of a bank guarantee and the named beneficiary shall be UNOPS. The bank guarantee shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser. The bank guarantee shall be in the format provided in the Bidding Documents.</p> <p>(c) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary)</p> |

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| | <p>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> |
| GCC 12.1 | <p>Add the following as GCC 12.1</p> <p>(a) In addition, if the Purchaser/the Consignees/Government of India requires CMC services in accordance with article 37 of the SCC, within 21 days of the notification by the Purchaser/the Consignees/ Government of India of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of India a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 37. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/ State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh, 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 Uttar Pradesh.</p> <p>(b) If CMC requirement is notified to the Supplier by the Purchaser / Government of Uttar Pradesh / 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> |
| GCC13 | <p>Add the following as GCC 13.1.5</p> <p>(a) During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labor and spares shall be provided by the supplier during the period of warranty. The Warranty and CMC will be provided at all 71 district headquarters where servicing of all laparoscopes supplied in the district would be undertaken.</p> <p>(b) This warranty shall remain valid for 36 months after the Goods have been delivered to and installed at the final destination indicated in the Contract,</p> <p>© The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for</p> |

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| | <p>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.</p> <p>During the Warranty the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 347 days out of a period of 365 days. (i.e. 95% uptime). 8 hours non functioning of the equipment may 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 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days.</p> <p>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.</p> <p>Failure to arrange for the immediate repair / replacement of equipments will make the Supplier liable for a penalty at the rate of 0.075% 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.</p> <p>(c) Also, 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 at least once in three months during the warranty period for preventive maintenance</p> |
| GCC 35 | <p>Add clause 35- Payment Terms</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>(A) Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:</p> <p>(i) On Delivery to Consignee: 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.</p> <p>(ii) On satisfactory Installation & Commissioning: Ten (10)</p> |

percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh); 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.

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 Purchaser on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh) 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

(B) Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:

- (i) **On Delivery to Consignee:** 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.
- (ii) **On satisfactory Installation & Commissioning:** Ten(10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation and commissioning of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh); 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

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| GCC 36 | <p>Add clause GCC 36- Notices</p> <p>The Purchaser's addresses for notice purposes is:</p> <p>India Procurement Office United Nations Office for Project Services (UNOPS), 11 Golf Links New Delhi -11003, India</p> <p>Fax: 91-11-43508527 Tel: 91-11-30417400 Email: procurementinoc@unops.org</p> <p>The Supplier's address for notice purposes is:</p> |
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| GCC 37 | <p>Add clause GCC 37- The Comprehensive maintenance Contract (Including Spare parts)</p> <p>(i) The Purchaser/ Consignees/ State Programme Management Unit (SPMU), NRHM, Government of Uttar Pradesh, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of four (4) years after the expiry of the warranty period as per the details given in clause 13 of GCC & SCC, 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.</p> <p>(ii) 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.</p> <p>During 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 347 days out of a period of 365 days. (i.e. 95% uptime). 8 hours non functioning of the equipment may 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 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days.</p> <p>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.</p> <p>Failure to arrange for the immediate repair / replacement of equipments will make the Supplier liable for a penalty at the rate of Rs.300 per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.</p> <p>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. .</p> |
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| GCC 37 | <p>The CMC will be:</p> <ul style="list-style-type: none"> (i) provided at the installation sites where servicing of all Laparoscope Set for Training supplied would be undertaken. (ii) The CMC includes repairs of entire system, preventive maintenance testing & calibration, labor and spares and all software updates. (iii) During the Comprehensive Maintenance Contract (CMC) period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day beyond 10 days in a year shall be imposed and equivalent amount shall be deducted from the CMC payment. (iv) The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time |
| GCC 38 | <p>Add the following as GCC 38</p> <p>Spare parts:</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"> (a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> (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. |

Section VII. Contract Forms

Table of Forms

1. Contract Form .
2. Performance Security
3. Bank Guarantee for Advance Payment

1. Contract Form

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

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| Purchase Order No.: | | Project No. : | | | |
| P.O. DATE : | IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS. | | | | |
| SHIP BY: | | | | | |
| CONSIGNEE: | | VENDOR N°: | | | |
| Attn.: | | Attn.: | | | |
| Tel.: | | Tel.: | | | |
| Fax: | | Fax: | | | |
| DELIVERY TERMS (INCOTERMS 2000): | | | | | |
| PAYMENT TERMS: | | | | | |
| ITEM | DESCRIPTION | QTY | U/M | UNIT PRICE | TOTAL PRICE |
| 1 | | | | | |
| 2 | | | | | |
| Special Terms and Conditions | | | | | |
| 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. | | | | | |
| CURRENCY : | | | GRAND TOTAL: | | |
| Date: | | | | | |
| Queries should be addressed to: | | | | | |
| Buyer: Name, Title, Tel. | | | | | |
| ON BEHALF OF UNOPS: | | | | | |
| Name of Procurement Authority, Title, Business Unit | | | | | |
| ACKNOWLEDGEMENT COPY: | | | | | |
| Vendor's Signature: | | | Date: | | |
| UNOPS, Division/Office, Address, Country, Tel, Fax | | | | | |
| <p>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 http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx 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.</p> | | | | | |

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)¹ 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]*,² 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]

¹ 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.

² 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

[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 number and title of bidding process]*

[bank's letterhead]

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

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*.

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

[signature(s) of authorized representative(s) of the bank]

³ 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.

⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. 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."