

**MINISTRY OF HEALTH & FAMILY
WELFARE
EMPOWERED PROCUREMENT WING
(EPW)**



Government of India

Revised National Tuberculosis Control Programme -III

INTERNATIONAL COMPETITIVE BIDDING

Funding Agency: World Bank

BID DOCUMENT

For

**PROCUREMENT OF
LED FLOURESCENCE & BINOCULAR
MICROSCOPES**

ICB NO.:- RITES/MSM/EPW/RNTCP/04/2013/WB



(Procurement Agent)

MATERIALS SYSTEM MANAGEMENT

RITES Ltd., RITES OFFICE COMPLEX- 2, ANNEXE BUILDING

Plot No 144, 4th Floor, Sector -44,

Gurgaon-122003, Haryana

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Issued on: 14.02.2014

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Government of India
Through
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Gurgaon-122003, Haryana
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INTERNATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF LED FLOURESCENCE & BINOCULAR MICROSCOPES

NAME OF THE PROJECT : - *Revised National Tuberculosis Control Programme III*

BID REFERENCE: - RITES/MSM/EPW/RNTCP/04/2013/WB

**DATE OF COMMENCEMENT
OF SALE OF BID DOCUMENT:** 14.02.2014

**DATE AND TIME OF PRE-BID
CONFERENCE:** 28.02.2014 at 15:00 Hrs. (IST)

**LAST DATE AND TIME FOR
RECEIPT OF BID:** 2nd April 2014 up to 1400 Hrs. (IST)

**TIME AND DATE OF OPENING
OF BIDS:** 2nd April 2014 at 1415 Hrs. (IST)

PLACE OF OPENING OF BIDS: ...RITES Ltd.,
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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent**
 - 3.1 The Bank requires compliance with its policy in regard to

Practices

corrupt and fraudulent practices as set forth in Section VI.

- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the

- preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified**

in the BDS.

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as

insurance, installation, training, and initial maintenance.

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

B. Contents of Bidding Document

6. Sections of Bidding Document

- 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 Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

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

- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with

its Bid all information or documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of

interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed schedules , in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid
and Price
Schedules**

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

- 13. Alternative Bids** 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any

way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already

imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

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

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to

the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of

- 18.1. Bids shall remain valid for the period **specified in the BDS** after

Validity of Bids

the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

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

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or

- (d) another security **specified in the BDS**,
- from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1,

and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the

manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

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

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the

Bidder's obligations under the Contract; or

- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

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

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

31. Correction of Arithmetical Errors

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed

in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

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

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

- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 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 the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Purchaser's
Right to Vary
Quantities at
Time of Award**

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**40. Notification of
Award**

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for

their rejection; and

- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 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 the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : UTES/MSM/EPW/RNTCP/04/2013/WB
ITB 1.1	The Purchaser is: Ministry of Health & Family Welfare (Govt. of India) Name of authorized Procurement Agent: UTES Ltd., UTES Bhawan-2,Annexe Building, MSM Division 4th floor, Plot No-144, Sec-44, Gurgaon-122003 (Haryana), India,
ITB 1.1	The name of the ICB is: <i>PROCUREMENT OF LED FLOURESCENCE & BINOCULAR MICROSCOPES</i> The identification number of the ICB is: UTES/MSM/EPW/RNTCP/04/2013/WB The number and identification of lots (contracts) comprising this ICB is: Schedule No.I – LED Microscopes Schedule No. II – Binocular Microscopes
ITB 2.1	The Borrower is: Ministry of Health & Family Welfare (Govt. of India) UTES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the Purchaser. The Purchaser will exercise all rights and obligations through UTES for the purpose of this tender.
ITB 2.1	Credit amount is US \$ 100 Million.
ITB 2.1	The name of the Project is: Revised National Tuberculosis Control Programme.(RNTCP) (TB-III) Project No: P 148604 The Project is funded by World Bank.
ITB 4.1	Joint Venture “ not permitted ”. Applicable edition of Guidelines: Guidelines for Procurement of Goods, Works and Non-Consulting services under IBRD Loans and IDA credits & Grants, issued in January, 2011

ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.7	Add the following para: The Purchaser's decision on eligibility criteria including w. r. t "Section V of Bid document " will be final.
B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser's duly authorized Procurement agents address is:</p> <p>Attention: Group <i>General Manager RITES Ltd.</i></p> <p>Address: RITES Bhawan-2,Annexe Building, Plot No-144, Sec-44,</p> <p>Floor/ Room number: 4th floor, MSM Division</p> <p>City:- Gurgaon</p> <p>ZIP Code: 122003 (Haryana) Country: .India</p> <p>Telephone: 91(124) 2728450,411,418</p> <p>Facsimile number: 91 (124)/2571659/660</p> <p>Electronic mail address: <i>rites_epw@rediffmail.com</i></p> <p>Requests for clarification should be received by the Employer no later than: Upto date of pre-bid conference</p>
ITB 7.1	<p>Web page:</p> <p>Bidders can download the bid document from RITES website "www.rites.com" or www.eprocure.gov.in . For downloaded bid document, no fee is required. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.</p>

ITB 7.2	<p>Add the following as clause 7.2:</p> <p>Pre Bid Conference: - The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below: - Date: 28.02.2014 (Friday) Time: 15:00 hrs (IST) Venue: MSM Division, RITES OFFICE COMPLEX - 2, ANNEXE BUILDING, 4TH FLOOR, PLOT NO. 144, SECTOR-44, GURGAON-122003 (HARYANA), INDIA</p> <p>Non-attendance at the pre bid conference will not be a cause for disqualification of a bidder. Interested bidders should depute only their staff or authorized person to attend the pre-bid conference.</p> <p>It is preferable to submit written requests for clarification (s) being sought, at the end of pre-bid conference.</p>
	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is: “<i>English</i>”.</p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p>Language for translation of supporting documents and printed literature is <i>English</i>. The key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
ITB 11.1 (c)	<p>For Indian Bidders: Power of Attorney should be submitted on non judicial stamp paper and the persons authorized for signing the Power of Attorney and the signatory of the bid should sign by hand. Stamped, electronic or scanned signature is not acceptable and such bid will be considered non-responsive.</p> <p>For foreign bidders: Power of attorney should be submitted on a paper similar to non judicial stamp paper, if any, as per the law of the country of the bidder. If there is no such legal paper available in the country of the bidder, the same should be confirmed under the stamp and signature by hand of the person signing the power of attorney. In such a case Power of attorney can be submitted on plain paper duly signed by hand. Stamped, electronic or scanned signature is not acceptable and such bid will be considered non-responsive.</p>

<p>ITB 11.1 (j)</p>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Certification of incorporation of the bidder and manufacturer. 2. Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners. 3. The following details shall also be provided by Indian Bidders: <ol style="list-style-type: none"> a. Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company. b. Company's PAN and Income Tax details and ward/circle where it is being assessed, c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate. d. documentary evidence establishing to the Purchaser's satisfaction, and in accordance with qualification criteria(Section III) that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted. e. Manufacturer's authorization, as per Section–IV of bidding forms. (Where applicable). f. In case of Indian bidders, regarding authorizing the signatory of the bid, Power of Attorney should be submitted on non-judicial stamp paper and the person signing the power of Attorney should sign by hand. Stamped, electronic or scanned signature is not acceptable and such bid will be considered non-responsive. 4. The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder in the last five years. Such adverse actions taken against the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.
<p>ITB 12.2</p>	<p>Insert new clause 12.2 as under: Bidders may note that bids offering goods from within the country of the Purchaser [Group A and Group B bids] should indicate the prices entirely EXW (ex-works/ex-factory/ex-warehouse/ex-showroom/ or off-the-shelf as applicable). Bids offering supplies partly as ex-works and partly as CIF will be classified as Group C bid only.</p>

ITB 13.1	Alternative Bids “ <i>shall not be</i> ” considered. The bidder should not submit more than one bid for any Schedule.
ITB 14.1	Add the following to clause 14.1: In case of discrepancy between unit price, total price, prices in figures , words etc., the decision of the purchaser will be final.
ITB 14.2	Add the following to clause 14.2 : <ul style="list-style-type: none"> a) The Bidder shall indicate on the Price schedule the unit price and total bid price of the Goods offered separately in the Schedule it proposes to supply under the Contract. However, Bidders shall quote for the complete requirements of goods and services specified under each Schedule on a single responsibility basis, failing which such bids will not be taken in to account for evaluation and will not be considered for award. The appropriate form for this purpose as given in section IV, should be invariably furnished. b) The bidder shall indicate separately for each schedule being quoted, their cost of Comprehensive Maintenance Contract (CMC) with spares for a period of five years after completion of warranty period. The form for this purpose as given in section IV, should be invariably furnished failing which the bids will not be taken in to account for evaluation and will not be considered for award .
ITB 14.5	The prices quoted by the Bidder “ shall not ” be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100% percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100% percent of the quantities specified for this item of a lot.

ITB 14.7	The Incoterms edition is: <i>“Incoterms 2011 or latest”</i> .
ITB 14.8 (a)	<p>Add the following at the end of this Clause :</p> <p>Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/ Payment/Other Certificates in terms of the Import Export Policy or central excise notifications along with his bid in Form 12 of Section IV. The Project Authority / Payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted.</p> <p>Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme, will be treated as non-responsive and rejected.”</p>
ITB 14.8 (a) (i)	Insert the words “,excise and other” in between the words “customs” and “duties” in Line 3 of this sub-clause. Insert the word “,VAT” in between the words “sales” and “and” in the line 4 of the sub clause.
ITB 14.8 (a) (ii)	Insert the word “,VAT” in between the words “sales tax” and “and” in the line 1 of the sub clause.
ITB 14.8 (b) (i) & (c) (v)	<p>CIP named Place of Destination is as specified in schedule of Requirements (Section VII).</p> <p><i>The Purchaser is responsible for providing exemption letter for Custom/Import duties within seven working days on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VII).</i></p>
ITB 14.8 (c) (iii)	CIP named Place of Destination is as specified in schedule of Requirements (Section VII).
ITB 14.8 (a) (iii) and (c)(v)	“Final destination (Project Site)”: is as specified in Schedule of Requirements (Section VII). The prices should include unloading at the final destination site.

ITB 14.8 (b) (ii) and (b)(iii)	Deleted
ITB 14.8 (b) (iv)	<p>Insert the following new Sub-Clause 14.6 (b) (iv):</p> <p>“For Agents and service facilities in the Purchaser’s country.</p> <p>If a foreign bidder has engaged an agent in the purchaser’s country, the Agency commission payable to the Agent shall be indicated in the space provided in the price schedule. The bidder will also be required to give the following details in the bid:</p> <p>(i) the name and address of the local agent;</p> <p>(ii) what service the agent renders;</p> <p>(iii) the amount of remuneration for the agent included in the bid price.”</p>
ITB 15.1	The Bidder is required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 3 yrs .(Warranty Period)
ITB 17.2 (a)	Manufacturer’s authorization is “required” as per Proforma in Section IV (Bidding Forms)
ITB 17.2 (b)	After sales service is “required”
ITB 18.1	The bid validity period shall be 150 days (or the next working day, if 150 th day is a holiday) after the date of bid submission. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

<p>ITB 18.3 (a)</p>	<p>Substitute this clause with the following</p> <p>In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract prices, if the bidder is selected for award, shall be the bid price corrected as follows:</p> <ul style="list-style-type: none"> (a) The foreign currency component of the prices shall be increased by the factor (2% per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder. (b) Similarly, the local currency component of the price shall be increased by the factor (5 % per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder. <p>Bid evaluation will be based on the bid prices without taking into consideration the above correction.</p>
<p>ITB 19.1</p>	<p>A <i>Bid Security</i> “shall be” required.</p> <p>A Bid-Securing Declaration “shall not be” required.</p> <p>Each bid will be accompanied by the bid security. The bid security will be in INR / USD. The amount of bid security required is specified in ‘Section VII - Schedule of Requirements’.</p> <p>If the bidder is submitting bid for more than one schedule, the amount of the bid security shall be the sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules.</p> <p>Please provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the bid security.</p> <p><i>[Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.]</i></p>

ITB 19.3	<p>Replace 19.3 with the following : The bid security shall, at the Bidder's option, be –</p> <p>(i) in the form of a bank guarantee and the named beneficiary shall be RITES Ltd. (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India) . The bank guarantee shall be issued by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or by a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) to make it enforceable and acceptable to the purchaser.. The Bank Guarantee is not to be issued directly by a foreign bank to RITES Ltd. The bank guarantee shall be in the format provided in the Bidding documents.</p> <p>The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>(ii) in the form of a demand draft from a reputable banking institution in favor of “RITES Ltd, Gurgaon”.</p>
ITB 19.8 & 19.9	“Deleted”
ITB 20.1	In addition to the original of the bid, the number of copies is: Three (3) Number of copies (1 Original + 1 Copy+ 1 Soft copy in CD).
ITB 20.2	<p>Stamped, electronic or scanned signatures is not acceptable and such bid will be considered non-responsive.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>“A copy of the Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the bidder should be attached with the bid.”</p>
	D. Submission and Opening of Bids

<p>ITB 22.1</p>	<p>For <u>bid submission purposes</u> only, the Purchaser's address is:</p> <p>Attention: Group General Manager/MSM Street Address: Sector -44 Floor/ Room number: RITES Ltd., RITES Office Complex- 2, Annexe Building, Plot No 144, MSM Division, 4th Floor City: Gurgaon</p> <p>ZIP/Postal Code: 122003, Haryana</p> <p>Country: INDIA</p> <p>The deadline for bid submission is: Date: 2nd April, 2014 Time: 2:00 p.m.</p> <p>Bidders "shall not" have the option of submitting their bids electronically.</p>
<p>ITB 22.2 (c)</p>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>IFB Number: RITES/MSM/EPW/NVBDCP/04/2013/WB</p> <p>Schedule Number:</p> <p>Time & Date of Submission of Bids:</p> <p>Name of the Goods: Microscopes</p>
<p>ITB 25.1</p>	<p>The bid opening shall take place at:</p> <p>RITES Ltd., RITES Office Complex- 2</p> <p>Street Address: Sector -44</p> <p>Floor/ Room number: MSM Division, Plot No 144, 4th Floor</p> <p>City: Gurgaon, 122003, Haryana</p> <p>Country: INDIA</p> <p>Date: 2nd April, 2014</p> <p>Time: 2:15 p.m.</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>

ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by representatives of RITES conducting Bid opening. <i>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer</i>
ITB 29.2	The following clauses are the critical provisions deviations from or objections or reservations to which, may be treated as material deviations: <ul style="list-style-type: none"> - Non submission of Bid Form - Bid Validity (ITB Clause 20) - Bid Security (ITB Clause 21); - Validity of Bid Security (ITB Clause 21.2f) - Performance Security (GCC Clause 18) - Delivery Terms (GCC Clause 13 & Schedule of Requirements) - Warranty (GCC Clause 28) - Payment terms (GCC Clause 16) - Force Majeure (GCC Clause 32) - Limitation of liability (GCC Clause 30) - Governing Law (GCC Clause 9) - Taxes and Duties (GCC Clause 17) - Technical Specification (As per Section VI) - Delivery Period (Schedule of Requirements) Above list is non-exhaustive.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR . The source of exchange rate shall be: Bills selling rate of State Bank of India, New Delhi , on the date of bid opening .
ITB 33.1	A margin of domestic preference “ shall ” apply. When a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.

ITB 34.2(a)	<p>The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 29 for each schedule separately. <i>The Contract will comprise the schedule(s) awarded to the successful Bidders.</i></p> <p>No bid will be considered if the complete requirement covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and the bid evaluation will be done separately for each of the schedules.</p>
ITB 34.4	Bidders are allowed the option to bid for one or more schedules.
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: <i>No.</i> (b) Deviation in payment schedule <i>No.</i> (c) the cost of major replacement components, mandatory spare parts, and service: <i>No.</i> (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid<i>Yes (Methodology is mentioned in Evaluation criteria, Section III)</i> (e) the projected operating and maintenance costs during the life of the equipment <i>No.</i> (f) the performance and productivity of the equipment offered; <i>No.</i> (g) Cost of Related/ Incidental services as quoted by the bidder will be added to the bid price. (h) The Cost of Comprehensive Maintenance Contract (CMC) with spares for a period of five years after completion of warranty period. Net present value of cost of Comprehensive Maintenance contracts (CMC) charges of five years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 % per year.

	F. Award of Contract
ITB 38.1	Add following at the end of the clause: Before the award of contract, the purchaser may inspect the manufacturing facilities of the responsive bidders or their manufacturers to assess his capability to successfully perform the contract as per the terms and conditions specified in the bid document.
ITB 39.1	The maximum percentage by which quantities may be increased or decreased during the currency of the contract is: 50%. The delivery schedule for the increased quantity shall be as per delivery period mentioned for the original quantity but shall be from the date of confirming the operation of this clause.

Section III. Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)

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

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

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

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

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

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

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (c) Delivery schedule. (as per Incoterms specified in the BDS)

No deviation in the Delivery schedule is permitted

- (c) Deviation in payment schedule. *[insert one of the following]*

No deviation in the Payment schedule is permitted

- (d) Cost of major replacement components, mandatory spare parts, and service.

The quoted price shall be inclusive of these costs.

- (e) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.-

Yes. The quoted price shall be inclusive of these costs.

- (f) Projected operating and maintenance costs.

Deleted

- (g) Performance and productivity of the equipment.

Deleted

- (h) Cost of Related/ Incidental services as quoted by the bidder will be added to the bid price.

- (i) The Cost of Comprehensive Maintenance Contract (CMC) with spares for a period of five years after completion of warranty period.

Net present value of cost of Comprehensive Maintenance contracts (CMC) charges of five years after the Warranty Period as quoted by the bidder shall be added to the bid price for evaluation purposes and will be calculated at a discount rate of 10 % per year.

2.2. Multiple Contracts (ITB 34.4)

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

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) Take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per schedule and the methodology for its application as offered by the Bidder in its bid”

2.3. Alternative Bids (ITB 13.1)

Alternative bids shall not be accepted. The bidder should not submit more than one bid for any schedule.

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

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

(A) If Bidder is Manufacturer:

- (i) Financial Capability

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

- a) The bidder who are also the manufacturers, should have average annual sales turnover of minimum of three (3) times the quoted value of the Goods during the last five years to qualify for one schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule.

The turnover is to be supported by audited financial statements of accounts (including Balance sheet, Profit & loss account, auditor’s report, & IT returns) for the past 5 financial years duly certified by the auditor of the company.

(ii) Experience and Technical Capacity

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

The bidder should have successfully completed or substantially completed within the period of last five years at least one Contract of similar products (Microscopes) to the extent of at least 50% of the quantity indicated against each schedule under “Section –VII , Schedule of Requirements” in any one of the last five calendar years. They should not have any adverse report regarding supplies for at least five years on the date of bid opening. A declaration may be furnished.

- (i) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section IV – Bidding forms. The supply should have been made to end-users and not to the dealers/distributors.
- (ii) Bidders shall furnish documentary evidence (like Client’s certificate) in support of the satisfactory operation of the goods as specified above.
- (iii) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- (iv)The bidder should be in business of manufacturing / supplying and after sale services of products similar to that specified in the ‘Schedule of Requirement’ during the last 3 (three) years prior to bid opening.
- (v) The bidder is incorporated in Country of manufacturer of the goods.
Furnish documentary proof for the legal status, place of registration and principal place of business of the company or firm or partnership, etc;
- (vi) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;
- (vii)The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

(B) If Bidder is not manufacturer:

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

- a) The manufacturer furnishes a legally enforceable authorisation in the prescribed Form (Section IV – Bidding Forms) assuring full guarantee and warranty obligations as per GCC for the goods offered; and
- b) The bidder, as authorized by the manufacturer, has supplied and provided after sales service to the extent of at least 10% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years, which must be in satisfactory operation.
- c) The bidder should have average annual sales turnover of minimum of two (2) times the quoted value of the Goods against the schedule quoted during the last five years to qualify for that schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc duly certified by the auditor of the company.
- d) If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), shall demonstrate that it has successfully completed at least Three(3) contracts of similar goods (Microscopes) in the past Three(3) years

NOTE- An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

For Both (A) and (B)

1. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.
2. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/ or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3. In case any bidder is lowest evaluated & responsive in more than one schedule but fails to meet the cumulative requirement of turn over for those schedules, consideration of bid for specific schedule wherein he meets the requirement of the schedule, will be at the sole decision of the buyer.
4. The documentary evidence to establish the following shall also be submitted along with the bid:
 - a) The eligibility requirement as per ITB 4;
 - b) The bidder should have adequate after sale service facilities covering the region where consignees are located. The bidder should furnish a list of service centres along with complete addresses and contact numbers.
5. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the **last two years** . Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid .
6. The bidder shall provide an undertaking that:
 - (a) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
 - (b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
7. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;
8. Declaration for Agreement with all terms and conditions of the bid document. In case of any deviations, the details of the same should be furnished. Please refer clause 29 of ITB .

Note:

- (a) The bidder must complete the check list given in “Section IV Bidding forms” and submit it along with the Bid. It is essential that Bidders review carefully this Checklist (however the checklist may not be exhaustive) to ensure that their Bid is complete and includes all required information.

- (b) The bidder should serially number all the documents of his bid, provide a summary table & sign/initial all the pages.
- (c) Details of two persons that RITES may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- (d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

Section IV. Bidding Forms

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1. Letter of Bid

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

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

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

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

Invitation for Bid No.: **[insert identification]**

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

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

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services];**
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

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

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];**

- (f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: [Specify in detail each discount offered.]

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

Name of Recipient	Address	Reason	Amount

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

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

¹ Bidder to use as appropriate

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

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

2. Bidder Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Joint Venture – Not Permitted.

4. Price Schedule Forms

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

4.(a) Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							ICB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

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

4.(b) Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported*

(Group C bids, Goods already imported)										Date: _____	
										ICB No: _____	
										Alternative No: _____	
Currencies in accordance with ITB 15										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser’s country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

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

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

4. (c) Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

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

**4. (d) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT
(INCLUDING REPAIR COSTS WITH SPARES) AFTER WARRANTY PERIOD
(ITB Clause 14.2(b))**

(Common to imported and domestic goods)

Schedule No.-----.

1	2	3	4	5
Pack No.	Item description	Quantity (in Unit)	Annual Maintenance & repair cost for each unit with spares: (GCC Clause 15.6)	Total Maintenance charges & repair cost with spares: (Col 3 x col.4)
	After Warranty Period			
	Year 1			
	Year 2			
	Year 3			
	Year 4			
	Year 5			
	TOTAL			

Note:

- (1) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (2) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- (3) Separate sheets may be provided for each Schedule.
- (4) Separate prices shall be quoted for each schedule separately.
- (5) Bidder shall quote firm prices for all five years, failing which the offer shall be considered as non-responsive.

Total Bid Price in words:

Signed: _____

Dated: _____

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

5. Price and Completion Schedule - Related Services

Not Applicable

6. Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance

security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

7. Form of Bid Security (Bid Bond)

DELETED

8. Form of Bid-Securing Declaration

DELETED

9. Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

(Name of the Project)

10. Declaration regarding Deemed Export Benefits

(Bidder's Name and Address):

To:.....
(Name of the Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

- | | | | |
|-----|-------|--|--|
| (A) | (i) | Value of import content of supply to be made by the Bidder: | *Rs. _____
(exchange rate one US\$ = Rs.____) |
| (B) | (i) | Name of the sub-contractor, if any, and whose name is to be included in the main contract | _____ |
| | (ii) | Description, quantity and value of the goods to be supplied by the above sub-contractor | Description
Quantity
Value (Rs.)
_____ |
| | (iii) | Value of import content of supply to be made by the sub-contractor
<i>(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)</i> | Rs.

(exchange rate on US\$ = Rs.)
_____ |

Date: _____ (Signature) _____

(Printed Name) _____

Place: _____ (Designation) _____

(Common Seal) _____

* Please attach details items-wise with cost

11. Proforma for Performance Statement (for a period of last five years)

Bid No. _____ Date of opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply of goods been satisfactory performance?*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

The Bidder shall also furnish the following documents in connection with their past performance:

- a. The bidder shall highlight the details relevant for evaluation of Post Qualification based on the requirements as per Section III (Evaluation and Qualification Criteria) of bid document.
- b. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- c. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct alongwith following supporting evidence.
 - i. Copy of Purchase Orders
 - ii. Copy of Invoices
 - iii. Proof of Payment received from Purchasers
 - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

12. Breakup of EXW price as required for determining eligibility for Domestic Preference

(To be furnished separately for each line item)

Line item No
EXW Price.....

Serial No.	Item	Cost
1	Local labor	
2	Cost of Raw materials procured from within India (list attached)	
3	Cost of Components from within India (list attached)	
4	Total (1+2+3)	
5	Cost of labor, raw materials, and components form within India as a percentage of EXW Price	

Attached detailed list of (a) raw materials, and (b) components from within India indicating cost of each.

13. Proforma for Other Details of Bidder, Manufacturer and its Bank

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No Office /Works
 (b) Telex No. Office/Works
 (c) Telegraphic address:
 (d) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No Office/Factory/Works
 (b) Telex No. Office/Works
 (c) Telegraphic address:
 (d) Email

6. Details of two Persons that RITES Ltd. may contact for requests for clarification during bid evaluation:

	1 st	2 nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued:

- (i) Name and address of the Bank:
 (ii) For a foreign bank, name of correspondent Bank in India:
 (iii) Name of the contact Person
 (iv) Phone number/Mobile
 (v) Fax Number
 (vi) Email address

Signature and seal of the Bidder

14. Checklist

(All the pages of the bid should be Serial Numbered & signed/initialled)

Sl. No.	Activity	Yes/No /NA	Page No. in the Bid
1	(a) Bid Security for required amount		
	(b) Bid Security in the form of		
	(i) <i>Bank Guarantee as per format in Bidding document</i>		
	(ii) <i>Draft or Banker's cheque issued by Nationalised bank</i>		
	(c) Validity Date of Bid Security (Valid up to 28-days beyond the bids validity as specified in ITB clause 18.2)		
	(d) Amendment in Bid Security (if any)		
2	Proforma for other details of Bidder, Manufacturer and its Bank Sample Forms Section IV.		
3	(a) Letter of Bid duly signed		
	(b) Written Power of Attorney in favour of the signatory of the bid to commit the bidder. (with specimen signature of the signatory)		
4	The manufacturer's authorization form in Sample Forms Section IV		
5	Documents establishing post qualification (Evaluation & qualification criteria, section III)		
	(a) Certificate of incorporation of Manufacturer		
	(b) Manufacturing Licence of the good(s) quoted in bid if applicable.		
	(c) Manufacturer Bidder- (A)		
	i. Documentary Proof : should have average annual sales turnover of minimum of three (3) times the quoted value of the Goods during the last five years to qualify for one schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. The turnover is to be supported by audited financial statements of accounts (including Balance sheet, Profit & loss account, auditor's report, & IT returns) for the past 5 financial years duly certified by the auditor of the company.		
	ii. Documentary proof for Annual Production capacity to perform the contract .(certified by the auditor of the company)		
	iii. Proof of manufacturing and successfully completing at least one contract of similar product (Microscopes) to the extent of at least 50% of the quantity indicated against each schedule of "Section VII" in any one of the last five years. Indicate Serial Nos. in performance statement		
	iv. Performance statement as per required Proforma duly countersigned by bidders Chartered Accountant, along with supporting documents viz. (i) Copy of Purchase Orders,(ii) Copy of Invoices, (iii) Proof		

Sl. No.	Activity	Yes/No /NA	Page No. in the Bid
	of Payment received from Purchasers & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.		
v.	Furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods.		
vi.	Furnish documentary evidence for bidder being in business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of Requirement' during the last 3 (three) years prior to bid opening.		
vii.	Documents for the legal status, place of registration and principal place of business of the company or firm or partnership, etc;		
viii.	Details of the facilities existing in the factory for inspection and testing.		
ix.	Documents for Quality assurance systems/ QMS/ ISO 9001		
(d)	Non-manufacturer bidder (B).		
i.	All supporting documents / information as asked above for manufacturer shall be submitted with the bid.		
ii.	Furnish a legally enforceable Manufacturers authorisation in the prescribed Form (Sample Forms Section IV)		
iii.	Furnish documentary evidence for the bidder, as authorized by the manufacturer, has supplied and provided after sales service to the extent of at least 10% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years, which must be in satisfactory operation.		
iv.	Provide proof of achieving average annual sales turn over of minimum 2 times the quoted value of the goods against the schedule quoted during the last 5 years. Bidder to submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past five years, bankers certificate, etc., duly certified by the auditor of the company.		
v.	shall demonstrate that it has successfully completed at least Three(3) contracts of similar goods (Microscopes) in the past Three(3) years. Indicate Serial Nos. in performance statement		
(e)	For Both (A) and (B)		
i.	The eligibility requirement as per ITB 4;Bidder shall submit a declaration that they are an eligible bidder fully complying to the requirements of ITB 4.		
ii.	List of Service Centres along with complete addresses and contact details having after sale service facilities covering the region where consignees are located.		
iii.	Declaration for not having any adverse report on the date of bid opening , regarding supplies for last 5 yrs		

Sl. No.	Activity	Yes/No /NA	Page No. in the Bid
iv.	Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years		
6	Affidavit to disclosure about any instance of debarment/blacklisting by state or central Govt. Health organisation		
7	Statement of installed manufacturing capacity certified by appropriate authority		
8	serial number all the documents of the bid, provide a summary table & sign/initial all the pages.		
9	Clause by clause commentary on compliance for technical specification of offered goods.		
10	Summary of No deviation statement on technical specification		
11	(a) Declaration for Agreement with all terms and conditions of the bid document		
	(b) If no, have you indicated deviations.		
12	(a) Mentioned Price in the appropriate Proforma for Price schedules		
13	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		
14	(a) The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
15	The following details shall also be provided by Indian Bidders:		
	a. <u>Name, address, PAN. and Income Tax details</u> (ward/circle where they are being assessed) of the <u>Directors</u> of the Bidding Company.		
	b. <u>Company's PAN and Income Tax details and ward/circle</u> where it is being assessed,		
	c. <u>Registration details of the company under VAT, local and Central Sales Tax</u> , and other laws as may be applicable and also <u>Sales tax/VAT clearance certificate.</u>		
16	Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers		
17	Declaration for Agreement with all terms and conditions of the bid document		

Section V. Eligible Countries

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

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

Under ITB 4.7(a) and 5.1: *None*

Under ITB 4.7(b) and 5.1: *None*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁴
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁵
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁶
 - (v) "obstructive practice" is:

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

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

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

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

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

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁸;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to

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

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

the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

Schedule No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Period (as per Incoterms)
I	LED Microscopes	2,500	Nos	CIP Final Destination at the consignee end	<p>1st Tranche (1,500 nos) to be supplied Immediately i.e. to be delivered within 90 days from date of Notification of award.</p> <p>2nd Tranche (1,000 nos) to be supplied after 8 months but before 9 months from the date of NOA.</p>
II	Binocular Microscopes	1,500	Nos		<p>Full quantity to be delivered within 90 days from date of Notification of award.</p>
	Total	4,000			

Terms of Delivery

CIP Final Destination Site(s) as per list given below: -

Schedule No.	Description of Goods	Bid Security (INR)	Bid Security (USD)
I	LED Microscopes	8,500,000	130,000
II	Binocular Microscopes	760,000	12,000

Consignee address and Consignee-wise Quantity distribution

Consignee List & Schedule of requirement for LED Fluorescence Microscopes-1st Tranche		
Consignee	Consignee Address	Quantity
Assam	State Drug Store, Central Drug Warehouse, O/o the Additional Director of Health Services, VIP Road, Patharquari, Narengi, Guwahati, Assam-781026, Phone:0361-2228308,9864565124	95
Bihar	State Drug Store, C/o State TB Officer, Joint Director and State Programme Officer (TB), Agamkuan, Patna, Bihar-800007, Phone:0612-2290321,9931815166	95
Gujarat	The Director, State TB Demonstration & Training Centre(STDC), Campus of B.J. Medical College & Civil Hospital, Asarva, Ahmedabad, Gujarat-380016, Phone:079-22680465,9427806670	60
Jammu	State Drug Store, C/o State TB Officer, Director of Health Services, Near MLA Hostel, Shalimar, Jammu, Jammu & Kashmir-180001, Phone:0191-2572522,9018541222, 9419132737	45
LRS	Lala Ram Swarup Institute of Tuberculosis and Respiratory Diseases, Sri Aurbindo Marg, New Delhi-110030, Phone: 26854922(Store Extn. 108), Inst.:26854929, 26517860, Fax: 0091-11-26517835, 26568227	200
Madhya Pradesh	State TB Demonstration & Training Centre(STDC), Bhopal TB Hospital Campus, Idgah Hills, Bhopal, Madhya Pradesh-462001, Phone:0755-2666384,9669003070	110
Maharashtra	State Drug Store, State TB Training and Demonstration Centre(STDC)-Pune, Aundh Chest Hospital Building, Ground- floor, Aundh Camp, Pune, Maharashtra-411027, Phone:020-27281908,9604899234/ 9850894669/ 7798881005	180
NTI	National Tuberculosis Institute (DGHS), 'Avalon' No. 8, Bellary Road, Bangalore-560003 Phone: 23441192-93/145, 23447951 Fax: 080-23440952	200
Orissa	State Drug Store (RNTCP), C/o Joint Director State Drug Management Unit, Ram Mandir Square, Bhubaneswar, Orissa-751001, Phone:0674-2380749, 0674-2380750,9438139386	70
Punjab	State Drug Store-Punjab, C/o State TB Officer, State Health Society(RNTCP), Room No. 315, 2nd Floor, Parivar Kalyan Bhavan, Sector-34-A, Chandigarh, Punjab-160034, Phone:0172-5059286,9815547612	130
Tamil Nadu	State Drug Store - RNTCP, State TB Training and Demonstration Center, ITM Campus, Spartank Road, Chetpet, Chennai, Tamil Nadu-600 031, Phone:044 - 28361816 ,9884741293	155
Uttar Pradesh	State Drug Store, Additional Director, Medical Health & Family Welfare, Mahatma Gandhi Road, Opp. Civil Court Agra, Agra, Uttar Pradesh-282002, Phone:0562-2265047 ,8791402945, 9628128543, 9258063918	110
West Bengal	State Drug Store-Kolkata, 541 B, Rabindra Sarani, Kolkata, West Bengal-700003, Phone:033-25551356,9804546727	50
	TOTAL -	1,500

Consignee List & Schedule of requirement for LED Fluorescence Microscopes-2nd Tranche		
Consignee	Consignee Address	Quantity
LRS	Lala Ram Swarup Institute of Tuberculosis and Respiratory Diseases, Sri Aurbindo Marg, New Delhi-110030 Phone: 26854922(Store Extn. 108), Inst.:26854929, 26517860 Fax: 0091-11-26517835, 26568227	500
NTI	National Tuberculosis Institute (DGHS), 'Avalon' No. 8, Bellary Road, Bangalore-560003 Phone: 23441192-93/145, 23447951 Fax: 080-23440952	500
	TOTAL-	1,000
	G.Total (1st & 2nd Tranche) -	2,500
Note:		
1st Tranche to be supplied immediately and 2nd Tranche to be supplied after 8 months but before 9 months from the date of NOA.		

Consignee List & Schedule of requirement for Binocular Microscopes		
Consignee	Consignee Address	Quantity
Director, National Tuberculosis Institute	National Tuberculosis Institute, (DGHS), 'Avalon' No. 8, Bellary Road, Bangalore-560003 Phone: 23441192-93/145, 23447951 Fax: 080-23440952 Email: nti@ntiindia.org.in, ntiindia@blr.vsnl.net.in	500
Director, Lala Ram Swarup Institute of Tuberculosis and Respiratory Diseases	Lala Ram Swarup Institute of Tuberculosis and Respiratory Diseases, Sri Aurbindo Marg, New Delhi-110030 Phone: 011-26854922, Inst.:26854929, 26855094 Fax: 0091-11-26517835, 26568227 Email: lrsinet@bol.net.in, dirlrsi@bol.net.in, dirlrsi@gmail.com	1000

*** Note: Total stock to be supplied in a single tranche and as soon as possible.**

2. 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 GCC & Technical specifications:

- (a) Performance or supervision of the on-site assembly of the supplied Goods.
- (b) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
- (c) After sales service centre should be available at/near to the city of Consignee. Complaints should be attended properly maximum within 3 days including the travel time.
- (d) Training of the Consignee's personnel on-site, in assembly, operation, maintenance and/or repair of the supplied Good.

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 during the warranty period, providing that this shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) Suppliers shall ensure the availability of spare parts for five years.

3. Technical Specifications

A. Technical Specifications of LED Fluorescence Microscopes for Revised National TB Control Programme

Main Specifications

Body

Sturdy, stable, base body with focus adjustment devices positioned for a prolonged comfortable use and easy, precise movement.

The body shall be epoxy powder coated durable metal, heat treated and resistant to standard reagents used for staining, organic solvents used for cleaning of lenses and disinfectants.

Optical system

All optical parts including objectives, eye pieces, lenses, prisms, should have anti-reflective and anti-fungal coating.

Binocular eyepiece

Binocular eyepiece, preferably with a tube flexible for use in an upper and lower position to ease the use by different lab workers, an ergonomic viewing angle of 30°, a tube rotatable through 360° at interpupillary distance ranging from at least 48–75 mm, maintaining parfocality.

Eyepieces

Paired, high-quality, achromatic, wide field, 10x magnification. The eyepieces should have a minimum field number of 18, an eyepiece diopter adjustment on at least one eyepiece and no pointer.

Objectives

All objectives should be plan achromat, infinity corrected and usable without cover glass. 20x and 40x objectives should be usable with the fluorescence.

Objectives 2:40x should be of spring-loaded type.

- 10x NA: 0.25 Essential
- 20x NA: 0.40 essential
- 40x dry: essential for confirmation
- 100x NA: 1.25, for oil immersion (essential)
- All objectives should be para focal

Marking and identification

All objectives should be engraved with the following information:

- name or code of the manufacturer
- Magnification and numerical aperture (NA).

Nose piece

Backward tilted revolving nose piece to accommodate at least 4 objectives, any ports not covered by an objective should be closed with dust proof metallic or hard plastic screw caps.

The nose piece should be provided with ribbed grip for easy rotation on a precision ball bearing mechanism for smooth and accurate alignment with precise click stops. In changing from one objective to another or reintroducing the same objective by rotation, the object in the centre of the field should not appear displaced by more than 0.04mm in the object plane in any direction.

Stage

Rectangular built in, uniformly horizontal, mechanical stage.

The stage should be provided with a spring-loaded slide holder for safe and exact positioning of the slide. The construction should allow a smooth travel in transverse directions.

Travel range of at least 75 x 30 mm (w x d) with vernier's scale, fatigue-proof position of knobs for movement, right or left-hand operation.

Condenser

Substage condenser of Abbe type, 0.9/1.25, with rack and pinion arrangement incorporating an iris diaphragm.

Substage illuminator

Substage illuminator for brightfield microscopy, with possibility to switch easily between FM and brightfield without tools with:

- built in white LED source (3 W, 6 V) with light source life time >30,000 hours. The system should provide a light intensity adjustment device, and an easily accessible on/off switch. The lamp should be provided with a lamp socket for easy replacement of the bulb. The housing for the light source should be designed to prevent dispersion of light and mounted not to heat up the body of the microscope

Fluorescence illumination

Fluorescence illumination, depending on microscope type may be:

- a built-in LED blue light source with maximum wavelength close to 450 nm for reflected light examination

or

- an LED blue light source attachment with maximum wavelength close to 450 nm that is fitted into a special objective for reflected light examination

or

- an LED blue light source attachment with maximum wavelength close to 450 nm that is fitted onto the illumination system of a standard microscope and sliding barrier 510 nm long-pass filter for transmitted light examination.

Focusing knobs

Co-axial coarse and fine focusing knobs capable of smooth fine focusing movement over the full range of coarse travel. The fine focusing movement should have a sensitivity of at least 500 μm per rotation over the entire coarse focusing range. Focusing knobs should be at both sides. A focusing stop safety arrangement/mechanism should be provided to avoid slide breakage, as well as a total range of at least 15 mm.

All metallic parts of the microscope to be corrosion proof, acid proof and stain proof.

Electricity requirements

Supply voltage: 220-250, AC, 50 Hz

Voltage and plugs shall be adapted to those used inside the country.

Power consumption: Will depend on the illumination equipment (max. 30 W) Conform to electrical safety IEC-60601-1, UL 61010-1, EN 61010-1.

Power supply, wide range input with 6 V converter. Protection class (in accordance with EN 60529).

Designed not to interfere with circuit radio (in accordance with EN 55014).

Documentation

Manufacturer's certificate

The manufacturer must have a CE certification for quality management system and a type-test certificate of relevant optical and mechanical tests. **Quality and safety standards** met by the product must be listed.

Accessories

Dust cover made of antistatic material.

Battery pack

Essential: Rechargeable battery pack (6 V DC) of minimum two hours with charger working with 220–250 V AC, 50 Hz supply, for online and offline power.

Eye protection

Essential: If using an FM without a darkroom, a pair of well-fitting soft rubber pieces to protect the eyes and block stray light. One antistatic cleaning brush for each microscope. At least one blue filter per microscope (wrapped separately in a box).

Providing bright illumination when used in bright field.

Three pin wall adaptor from AC current to be provided for Indian conditions

Operation, maintenance and installation**Operation and maintenance manual**

At least one set of operation, maintenance and service manuals for each microscope, written in English. The manuals to include instructions for:

- setting up the microscope
- routine cleaning and maintenance (including how to change the bulb)
- changing the batteries inside the pack
- installing and using the mirror (for when the electric lamp is not working)
- planning periodic maintenance.

Installation

Bidders should provide a live demonstration unit for technical evaluation and the bidder must arrange for the equipment to be installed by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail.

The bidder to also provide on-site user training (including how to use and maintain the equipment) and on site (at the site of manufacturer and authorized agent) 100% inspection before accepting the materials by a team nominated by the purchaser.

Warranty

Should provide minimum three years comprehensive warranty.

Maintenance

Comprehensive maintenance including spares parts for five years after completion of warranty period. The purchaser at their discretion may conclude CMC for five year on annual payment basis with renewal every year subject to satisfactory performance.

After Sale Service

The service centre should be in India. The supplier to provide an after-sale service that covers the whole country. The service to have competent staff, adequate infrastructure and sufficient spare parts to be able to respond to any complaints, and to repair or replace the microscope within 3 days (for hard to reach areas 7 days)

**B. Technical Specifications for Binocular
Bright Field Microscopes (Revised National TB
Control Programme)**

1 Description of Function

SI	Name
1.1	Binocular Microscopes are required for detecting acid fast bacilli in sputum smear and other materials for use in Tuberculosis Control Programme laboratories, including those at Peripheral Health Centres.

2 Operational Requirements

2.1	The usage requires long hours of viewing through the microscopes
2.2	<p>General:</p> <p>i) All optical parts including objectives, eye pieces and prisms should have anti-reflective coating which also gives anti-fungal property.</p> <p>ii) All metallic parts should be corrosion-proof, acid-proof and stain-proof.</p> <p>iii) All parts of the microscope (including removable parts) should have insignia of the manufacturer engraved on it.</p> <p>iv) The supplier will supply the complete assembled microscope in a wooden box along with dust free cover. The box carrying the microscope should be made of well-seasoned wood or teak ply or board. The box should be suitably padded from inside of eliminate the risk of shock during transportation. It should be complete with lock and key arrangement, a suitable locking screw for securing the microscope and a cross-piece to retain it in position during transit. The box should be of an appropriate design with a carrying handle at the top and appropriate internal receptacles for holding the objectives, eyepieces and accessories. It should contain a bag of activated silica gel to keep the interior moisture-free.</p>

3 Technical Specifications

3.1	Body: Binocular, sturdy, stable base body with focus adjustment controls in a position comfortable for prolonged use.
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3.2	<p>Eye piece: Paired, high quality, (the image of the object as seen through the binocular eyepiece should be well defined centrally with good contrast rendition and practically free from spurious colour effects, curvature of field over three-fourths of the field of view, and distortion) achromatic, widefield, 10x without in built pointer. The eyepiece should be aplanatic and have a minimum field number of 18. Diopter adjustment must be present on one/both eye pieces or on the eye piece tube.</p>
3.3	<p>Objectives :</p> <ol style="list-style-type: none"> 1). Three objectives: 10x, 40x, 100x, 2). 10x and 40x objectives should have numerical apertures of 0.25 and 0.65 respectively and should be of spring loaded type or otherwise. 3) 100x should have numerical aperture of 1.25 and should be of oil immersion and spring loaded type. Suitable prominent marking should be provided on 100x for easy identification. <p>4) Unbreakable containers to be provided for storing the objectives. All objectives should be widefield, achromatic and parfocal.</p> <p>5) Marking for the Objectives: Each objective should be engraved with the following information: -</p> <ol style="list-style-type: none"> a) Name/insignia of the manufacturer. b) Magnification and numerical aperture, for example, 10x/0.25. c) 100x objective should be engraved with the word 'Oil' <p>In changing from lower magnification to next higher magnification or re-introducing the same objective by rotation of the nosepiece the object at the centre of the field shall be well within the field of view.</p>
3.4	<p>Nose piece: -Revolving nose piece to accommodate a minimum of three objectives with click stops. It should be provided with ribbed grip for easy rotation mounted on a precision ball bearing mechanism for smooth and accurate alignment. Extra ports if any should be fitted with dust proof metallic/ebonite caps</p>
3.5	<p>Stage: -</p> <p>Uniformly horizontal, mechanical stage having dimensions of length 140mm (+/- 20mm) & breadth 140mm (+/- 20mm) with fine vernier graduations (minimum reading accuracy of 0.1mm). The stage should be provided with spring loaded slide holder for exact positioning of specimen/slide. It should be designed with convenient sub-stage vertical coaxial adjustment for slide manipulation. The stage should have ball bearing arrangement to allow smooth travel in transverse directions i.e. 80mm (+/-20 mm) and front to back direction, 50mm (+/-20mm).</p>
3.6	<p>Sub-stage-condenser: -</p> <p>Abbe-type condenser, numerical aperture (N.A) 1.25, focusable with rack and</p>

	pinion arrangement incorporating an aspherical lens and an iris-diaphragm. The condenser should have a filter holder and removable/swing in/out blue filter (suitable for bright field Microscopy)
3.7	<p>Sub-stage-illuminator:</p> <ol style="list-style-type: none"> 1. The system should have a built-in variable light source (Illuminator). This light source should have a 20W/30W, 6V/12 V Halogen lamp. The circuitry for the light source should include a constant voltage supply. The system should be provided with a step down transformer and an on/off switch and intensity control. The lamp should be provided with a lamp socket which has the facility for easy replacement of the bulb. The housing of the light source should be such that it will prevent dispersion of light and heating up of the body of the microscope. 2. A plano-concave mirror in fork mounting should be supplied which would be attachable to the base of field use. (where power is not available.) 3. The fuse for the halogen lamp should be easily accessible to the operator. 4. The Illuminator should have a built-in field diaphragm for Kohler illumination
3.8	<p>Eye-piece-tubes: -</p> <p>Binocular eye piece tubes, inclined at 30-45 degrees, rotatable through an angle of 360 degrees, having inter-pupillary distance range of 54-74 mm or wider, covering the above mentioned range.</p>
3.9	<p>Focusing-knob:</p> <p>Co-axial coarse and fine focusing knobs capable of smooth fine focusing movement over the full range of coarse travel. The fine focusing movement should have sensitivity of two microns or less (finer) over the entire coarse focusing range. The focusing knob should be on both sides. A focusing stop safety arrangement should be provided</p>

4 System Configuration Accessories, spares and consumables

SI	Name
4.1	<p>Each microscope should be provided with the following:</p> <p>A. Consumables:</p> <ol style="list-style-type: none"> a) A bottle of at least 25ml immersion oil, a roll of lens tissue paper and lens cleaning solution (100ml) b) One piece of anti static cleaning brush should be provided with each microscope for cleaning purpose. c) Each microscope should be supplied with Blue filter. The blue filter should be packed in the box and not fixed on the microscopes. <p>B. Spare parts : Each microscope should be supplied with spare parts as</p>

under:

- i) 100x oil immersion objective (as per the specifications given under 3.3)- One
- ii) Halogen bulb, (6 volts, 20w)-6 Nos.
- iii) Fuses-6 Nos.

5 Environmental factors

SI	Name
5.1	Packing and Packaging should be as per procedures in IS : 5204-1969 with latest amendments

6 Power Supply

SI	Name
6.1	<p>Power supply</p> <ul style="list-style-type: none"> 1). Voltage: 220V, 50 Hz AC 2). Should have one on-off power switch, 3 core power cord with a 3 point male plug. 3) The system should have an inbuilt protective/safety device to withstand fluctuations of voltage from 140V to 280V.

7 Standards, Safety and Training

SI	Name
7.1	<p>Warranty & Preventive Maintenance:</p> <p>1. Comprehensive warranty including preventive maintenance of three years from the date of supply. The comprehensive warranty must include replacement of lens also if needed. The bidder must also enter into an agreement with the buyer for providing an annual maintenance contract for a further period of five years. For any malfunction, the supplier shall replace the parts or repair the same at the user site free of cost within 15 days of the receipt of the complaints. During warranty period all services/ replacement ensuring smooth functioning of the Microscopes must be done free of cost by the supplier</p> <p>Note :- The purchaser at their discretion may conclude CMC for five year on annual payment basis with renewal every year subject to satisfactory performance.</p>
7.2	<p>Requirement of service centre for after sales services:</p> <p>1. The supplier should have adequate after sale service facilities covering all region of the country. They should have the infrastructure and trained manpower to respond to any complaints within 48 hours and rectify</p>

	<p>the complaints within 15 days of receipt of the complaint.</p> <p>2. Please provide the list of the service centers with contact names and addresses.</p>
7.3	<p>Testing & calibration:</p> <p>i) The successful vendor should supply a type test-certificate of the relevant optical & mechanical tests from a recognized competent authority at the time of supply.</p> <p>ii) The manufacturer/supplier shall provide duly calibrated (by accredited authority) measure instruments and demonstrate specifications for the purpose of inspection.</p> <p>iii) All the testing and calibration procedures specified under the TESTS in IS : 5204-1969 with latest amendments should be carried out and relevant test certificates should be attached for each equipment</p>
7.4	<p>The microscope should be either ISI Marked OR CE Marked OR FDA approved product.</p>

8 Documentation

SI	Name
8.1	<p>1. User/Technical/Maintenance manuals to be supplied in English.</p> <p>2. Certificate of calibration and inspection.</p> <p>3. List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer service/ maintenance manual.</p> <p>4. List of important spare parts and accessories with their part number and costing.</p> <p>5. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.</p> <p>6. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number with authenticated catalogue/manual, without which it will not be considered.</p>

PART A
ITEM-BY-ITEM COMMENTARY FOR TECHNICAL SPECIFICATIONS

Technical	Compliance	Comments if any (Page in the bid for documentary evidence, if any).
A. Technical Specifications of LED Fluorescence Microscopes	Yes/No	
Body		
Optical system	Yes/No	
Binocular eyepiece	Yes/No	
Eyepieces	Yes/No	
Objectives	Yes/No	
Marking & Identification	Yes/No	
Nose piece	Yes/No	
Stage	Yes/No	
Condenser	Yes/No	
Substage illuminator	Yes/No	
Fluorescence illumination	Yes/No	
Focusing knobs	Yes/No	
Electricity requirements -Supply voltage -Power consumption	Yes/No	
Documentation -Manufacturer's certificate	Yes/No	
Accessories	Yes/No	
Battery Pack	Yes/No	
Eye Protection	Yes/No	
<u>Operation Maintenance & Installation</u>	Yes/No	
Operation & Maintenance manual	Yes/No	
Installation	Yes/No	
Warranty	Yes/No	
Maintainence	Yes/No	
After sale service	Yes/No	
B. Technical Specifications for Binocular Bright Field Microscopes		
1 Description of Function	Yes/No	
2 Operational Requirements	Yes/No	
3 Technical Specifications	Yes/No	
4 System Configuration Accessories, spares and consumables	Yes/No	
5 Environmental factors	Yes/No	
6 Power Supply	Yes/No	
7 Standards, Safety and Training	Yes/No	
8 Documentation	Yes/No	

C. Inspections and Tests	Yes/No	
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Note: - For Each clause of Technical Specifications the bidder shall prepare a table as above (Item Wise)

The following summary shall invariably be submitted along with above statement.

No deviation statement on technical specification

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES

NO

ANY DEVIATION MUST BE LISTED BELOW:

.....

.....

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PART B
SPECIAL INSTRUCTIONS

Sl.	<i>Our Requirements</i>	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	<p>Each packing, inner carton and nested cartons to have the following words printed in red ink with bold letters.</p> <p style="text-align: center;">“RNTCP SUPPLIES- NOT FOR SALE”</p>	
2.	<p>Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following –</p> <p>Packing Instruction: Each unit package will be marked on two sides with proper paint/indelible ink, the following;</p> <p>i)Project : Revised National Tuberculosis Control Programme</p> <p>ii)RITES LTD. Purchase Order No. :</p> <p>iii)Country of origin of Goods :</p> <p>iv)Supplier’s Name and :</p> <p>v)Packing list reference number :</p>	
3.	<p>Each outer packing containing the unit packing should have the following label printed in bold letters in large size.</p> <p>i) Purchaser’s Name : MINISTRY OF HEALTH & FAMILY WELFARE, Govt. of India, through RITES LTD.</p> <p>ii) Project : Revised National Tuberculosis Control Programme</p> <p>iii) RITES LTD. Purchase Order No :</p> <p>iv) Country of origin of Goods</p> <p>v) Supplier’s Name</p>	
4.	Any other labeling requirement which the Supplier should put along with packing, for proper storage and handling during transit.	

4. Drawings

These Bidding Documents includes “*no*” drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

The Inspection and tests shall be:

- a) The Purchaser will arrange a pre-shipment inspection by an inspection agency/committee for each consignment. The goods shall not be dispatched unless they are inspected by the Purchaser's representative, in the manufacturer's premises and found to be as per the specifications. The Supplier will not dispatch the consignment unless they receive the Dispatch Clearance certificate issued by the inspection agency/committee for each consignment.
- b) Further, the Purchaser will retain the right to perform further inspections at any time as it deems fit, at its own cost.

Note:

- a) The Supplier shall submit an internal test certificate and also guarantee/warranty certificate that the goods completely conform to technical specifications as per contract.
- b) 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 VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

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

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

- (l) “SCC” means the Special Conditions of Contract.
 - (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (o) “The Project Site,” where applicable, means the place named in the SCC.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for

documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person,

or entity in that country.

10 Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp

- Duties** duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party

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

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

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

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

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

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

21. Subcontracting

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the

- applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own

costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed

Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser

may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing,

specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

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

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

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

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

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

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

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services

pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes

bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

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

Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

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

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁰
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹¹
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹²
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹³

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

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

¹¹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁴ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁵;

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

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

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

- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”
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Section IX. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: INDIA.
GCC 1.1(j)	The Purchaser is: Ministry of Health & Family Welfare, Government of India. RITES Ltd. is the authorized Procurement Agent of the Purchaser and the Purchaser will exercise all rights and obligation under this contract through the Procurement Agent pursuant to the Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and RITES Ltd.
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: Specified in Schedule of Requirement.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be INCOTERMS 2011/Latest version.
GCC 5.1	The language shall be: English .
GCC 8.1	For notices , the Purchaser's address shall be: Ministry of Health & Family Welfare, New Delhi, through Attention: Group General Manager/MSM RITES Ltd., (MSM Division) RITES OFFICE COMPLEX- 2, ANNEXE BUILDING, Plot No 144, 4th Floor Gurgaon- Haryana – 122003. INDIA Telephone: 91(124) 2728450/411/418 Facsimile number: 91 (124)/2571659/60 Electronic mail address: <i>rites_epw@rediffmail.com</i>
GCC 9.1	The governing law shall be the law of: Laws of Union of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: A: For Domestic Supplier 1. In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected

	<p>with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.</p> <ol style="list-style-type: none"> 2. The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings. 3. Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India. 4. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties. 5. The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English. 6. The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself. <p>B. For Foreign Supplier:</p> <ol style="list-style-type: none"> (a) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
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	<p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.</p> <p>(c) The venue of Arbitration shall be the place from where the contract is issued and the language of the Arbitration Proceedings and that of all councils and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration Proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.</p>
GCC 12.2	<p>The following para 12.2 is added:</p> <p>The requirement of CMC after the expiry of warranty period shall be at the discretion of the purchaser. The purchaser (or their representative) shall conclude separate contract for this purpose before the expiry of warranty period. CMC may be concluded for (5) five years on annual payment basis with renewal every year subject to satisfactory performance. The rates for CMC shall be as concluded and indicated in the contract for supplies of goods against this bid.</p>
GCC 13.1	<p>Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirement.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:</p> <p>I. For Goods supplied from abroad</p> <p>(A) Documents to be submitted to purchaser : - Upon shipment, within 24 hours the Supplier shall notify the Purchaser and the insurance company in writing by cable, telex or Fax, the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of transportation, the vessel and estimated date of arrival at port of entry and place of final destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of seventy-two (72) hours ahead of dispatch, the name of the carrier, the flight number, date and time of arrival, the Master airway-bill and the House airway- bill numbers. The</p>

	<p>Supplier shall first fax the above details and then send to the Purchaser, by courier, the following:</p> <ul style="list-style-type: none"> (i) One original and three copies of the suppliers commercial invoice, indicating the RITES Ltd as Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Original and two copies of negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the Purchaser Ministry of Health & Family Welfare, Govt. of India, and notify Consignees as stated in the Contract. (iii) Four copies of the packing list identifying contents of each package; (iv) Insurance certificates (v) One original of the manufacturer's Warranty Certificate covering all items supplied; (vi) One original of supplier's Certificate of Origin covering all items supplied; (vii) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) and six copies; (viii) Internal Test Analysis Report of the Manufacturer for the items offered and 4 copies; (ix) One original and six copies of the certificate of weight issued by the port authority/licensed authority. (x) Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery upto final destination. <p>The above documents shall be received by the Purchaser at least seventy two hours before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>(B) Documents to be submitted to consignee:- The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the supplier shall provide the consignee the documents mentioned in as below:</p>
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	<ul style="list-style-type: none"> (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 Warranty certificate covering all items supplied (iv) Copy of the Insurance Certificate (v) Inspection Certificate in case of Pre Dispatch Inspection. (vi) Country of Origin certificate <p>II. For Goods from within India</p> <p>(A) Documents to be submitted to Purchaser:- 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 the following:</p> <ul style="list-style-type: none"> (i) One original and three copies of commercial invoice, indicating the Purchaser Ministry of Health & Family Welfare, Govt. of India, the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in 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 RITES Ltd on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery through to final destination as stated in the Contract. (iii) One original and three copies of Acknowledgement of receipt of goods from the Consignee i.e. Consignment Receipt Certificate (CRC) (iii) Four copies of packing list identifying contents of each package; (iv) Copy of the insurance certificate; (v) One original manufacturer's Warranty certificate covering all items supplied. (vi) Internal Test Analysis Report of the Manufacturer for the items offered
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	<p>(vii) One original and six copies of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)</p> <p>(viii) One original of the Supplier's Certificate of Origin covering all items supplied</p> <p>(ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice.</p> <p>(x) Any other additional procurement-specific document(s) required for delivery/payment purposes.</p> <p>(B) Documents to be submitted to Consignee: -</p> <p>The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee the documents mentioned in as below:</p> <p>(i) Copy of Invoice containing particulars as per para II (A) (i) above;</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) insurance certificate.</p> <p>(v) Country of Origin certificate</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(A) Payment for Goods supplied from abroad and related services: 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: Eighty (80) percent of the Contract Price of</p>

the Goods delivered to the Consignee shall be paid within Sixty (60) days of submission of documents specified in GCC Clause 13 above along with consignee receipt certificate of goods by Consignee (Form as in Section X of the bid document) , by Electronic clearing systems (ECS) of the bank to the Supplier's nominated bank account.

- (ii) **On Acceptance:** Twenty (20) percent of the Contract Price of Goods received shall be paid within sixty (60) days upon submission of an invoice (indicating RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India), the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Final Acceptance Certificate (Form as in Section X of the bid document) issued by the Consignee through ECS of the bank.

Payment of local currency portion shall be made in Indian Rupees within sixty (60) days of presentation of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form as in Section X of the bid document) issued by the consignee by Electronic Clearing System (ECS) of the bank to the supplier's nominated bank account.

(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 the currency of the contract price as follows:

- (i) **On Delivery to consignee:** Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 60 days of submission of documents specified in GCC Clause 13 along with Consignee Receipt Certificate of goods by Consignee (Form as in Section X of the bid document) through ECS of the bank to the supplier's nominated bank account.

- (iii) **On Acceptance:** Twenty (20) percent of the Contract Price of Goods received shall be paid within sixty (60) days upon submission of an invoice (indicating RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India), the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Final Acceptance Certificate (Form as in Section X of the bid document) issued by the Consignee through ECS of the bank to the supplier's nominated bank account.

Note: The supplier shall ensure the correctness and

	<p>completeness of CRC and FAC before submitting the bills for payments.</p>
GCC 16.5	<p>In the event that the Purchaser fails to pay the Supplier any payment within 90 days of submission of invoice along with all the supporting documents which are acceptable to the Purchaser, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate of 4% per annum for local currency payment and for foreign currency payment the per annum interest rate will be three month LIBOR rate for contracted currency of payment as applicable on the date of NOA, for the period of delay.</p>
GCC 17.1	<p>Add the following</p> <p>The Purchaser is responsible for providing exemption letter for Custom/Import duties within seven working days on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to place of destinations as indicated in Schedule of Requirement (Section VII).</p>
GCC 17.3	<p>In the case of deemed export benefits, the purchaser will issue only the project authority/payment and other certificates in terms of the import export policy or central excise/customs notification as per information given by supplier in Bidding forms at form number 13 of section IV. Supplier solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.</p>
GCC 18.1	<p>Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p> <p>When the Purchaser/the Consignees/Government of India requires CMC services in accordance with clause 25 of the GCC, 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</p>

	<p>security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price (value of award against this bid) valid till 60 days after expiry of the entire CMC period. This bank guarantee shall be in a format acceptable to the Purchaser/the Consignees/Government of India. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/Government of India, the Performance Security mentioned above will be returned to the Supplier by the Purchaser. It will be binding on the supplier to enter into a contract for CMC/AMC services for next five years, 30 days before the expiry of comprehensive warranty period at the rates concluded based on the offer accepted against this bid.</p> <p>The Bank guarantee mentioned above as performance security for CMC services, shall be submitted by the supplier on demand, one (1) month before the expiry of the warranty period.</p>
GCC 18.3	<p>The Performance Security shall be in the form of a bank guarantee and the named beneficiary shall be “RITES Ltd.” (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India). The bank guarantee shall be issued either 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) to make it enforceable and acceptable to the purchaser.</p> <p>The Bank Guarantee shall be in the format provided in the Bidding Documents (Section X).</p>
GCC 18.4	<p>Performance Security will be Discharged by the Purchaser and returned to the Supplier without any interest not later than 60 days following the date of completion of the Supplier’s performance obligations, including any warranty obligation, under the contract and after receipt of Bank Guarantee as performance security for CMC Services in favour of the Purchaser/the consignee/Government of India..</p>
GCC 18.5	<p>Add the following as Clause 18.5:</p> <p>In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security mentioned under SCC 18.1 rendering the same valid for the duration of the Contract, as amended.</p>

GCC 21.1	<p>Assignment and sub-contracting which is not disclosed in bid are not permitted.</p> <p>The bidders have to clearly mention details of contracting arrangements with any other agency who shall manufacture the approved brand of the bidder. All other details required for a manufacturer bidder to be submitted along with the bid shall also be applicable for this agency as well.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following :</p> <ul style="list-style-type: none"> (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name (v) Packing list reference No., <p>Government of India supply - Not for Sale.</p>
GCC 24.1	<p>The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strike.</p>
GCC 24.2	<p>Add the following para GCC 24.2 :</p> <p>Delivery of the goods is required by the purchaser on CIP destination basis, the supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary.</p>
GCC 25.1	<p>The bidder has to arrange transportation up to the consignee as per schedule of requirements</p>
GCC 25.2	<p>The Supplier shall provide such incidental services:-</p> <ul style="list-style-type: none"> (a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price. (b) The Supplier shall provide such other services (other than CMC) as are stated in the Technical Specifications/ bid document and the cost their of shall be deemed to be included in the contract price.

	<p>The Comprehensive Maintenance Contract (including spare parts):</p> <p>(i) The Purchaser /Consignee/ Government of India, could enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty period, at the contracted price, for a period of five (5) years after the expiry of the warranty period, 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 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> <p>(iii) Requirement of service centre for after sales services: The supplier should have adequate after sale service facilities covering the region of the consignees. They should have the infrastructure and trained manpower to respond to any complaints within 48 hours and rectify the complaints within 15 days of receipt of the complaint. Supplier shall provide the list of the service centres with contact names and addresses.</p>
GCC 26.1	<p>The inspections and tests shall be as per section VII of Schedule of requirement.</p> <p>The supplier shall put up the goods for such inspection well in advance of contractual delivery period so that the deliveries to the consignees are completed as per the contractual delivery period.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <p>The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and Inspection & Tests for the Goods anytime before or after the dispatch of Goods. The Purchaser will test the Goods to confirm their compliance to the Specifications at any identified recognized laboratory. Goods consumed during inspection & testing will be on suppliers account.</p>
GCC 27.1	<p>Applicable rate shall not exceed half (0.5) percent per week or part thereof and the maximum shall not exceed ten (10) percent of the value of the Delayed goods.</p> <p>For the purpose of these clause each schedule constitute separate contract.</p>

<p>GCC 28.3</p>	<p>(i) All goods must be of recent manufacture and must bear the dates of manufacture. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination. Supplier shall submit along with supplies a comprehensive warranty certificate for the period specified in the technical specifications in the contract.</p> <p>i) The warranty period shall remain valid no less than 36 months from date of satisfactory installation of equipments. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. For purposes of the Warranty, the place(s) of final destination(s) shall be: The consignees mentioned in the Schedule of Requirement (Section VII)</p> <p>(ii) The Supplier shall provide to the Consignee along with the delivery of the Goods, the location, detailed addresses, phone number etc. of Service centres as was specified in the Bid document, and as per the list submitted by the Supplier with the Bid. They should have spares as detailed available with each centre on replenishment basis i.e. the spares should be replaced in the inventory within a week of the usage of the same. At any point of time the spares parts should be adequate to take care of the warranty and CMC obligations.</p>
<p>GCC 28.5</p>	<p>The period for repair or replacement shall be: 15 days.</p> <p>The date of receipt of repair/replacement supplies at consignee will be treated as the date of delivery for the purpose of calculation of liquidated damages.</p>

Section X. Contract Forms

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

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

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

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

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

1. Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Option 2: Performance Bond

DELETED

3. Advance Payment Security

DELETED

4. Acknowledgement of Receipt of Goods (for 80% payment) in triplicate

No.

Date:

To
 RITES Ltd.
 (MSM Division)
 RITES OFFICE COMPLEX - 2,
 ANNEXE BUILDING, 4TH FLOOR, PLOT NO. 144,
 SECTOR-44, GURGAON-122003 (HARYANA), INDIA
 FAX: 91(124)2728420/2571659/2571660

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:	
Purchaser	:	
Contract i.e. NOA No. & Date	:	
Description of the goods with qty. Supplied & that comply with NOA	:	
Serial Numbers and Date of Manufacture	:	
Name of supplier	:	
Date of delivery at consignee destination site	:	
Outstanding/ dues with the Supplier as per NOA & amendment, if any	:	
Signature of Designated Consignee.		
	Name	:
	Designation	:
	Seal	:
	Contact No.	:
	Fax No.	:

Copy To (with original stamp & signature):

- 1- To Supplier
- 2- CTD, MOH&FW, Nirman Bhawan New Delhi.

5. Final Acceptance Certificate (for last 20% payment) in triplicate

To
 RITES Ltd.
 (MSM Division)
 RITES OFFICE COMPLEX - 2,
 ANNEXE BUILDING, 4TH FLOOR, PLOT NO. 144,
 SECTOR-44, GURGAON-122003 (HARYANA), INDIA
 FAX: 91(124)2728420/2571659/2571660

Project Name	:	
Contract Notification Of Award No	:	
Description of goods Supplied	:	
Quantity Supplied	:	
Serial Numbers and Date of Manufacture	:	
Purchaser	:	
Supplier	:	
Consignee (Name, Address, Telephone And Fax No.)	:	
Date Of Final Acceptance	:	
Stock Entry No. & Date	:	

CERTIFICATE

We confirm having received _____ in good condition on _____ in accordance with the contract and entered in the Stock ledger at Page _____ on _____

Seal & Sign with Name & Designation Of
 the Consignee
 Tele & Fax:

Copy To (with original stamp & signature):

- 1- To Supplier
- 2- CTD, MOH&FW, Nirman Bhawan New Delhi.

6. Affidavit (on Stamp Paper)

I _____ son/daughter of _____ resident of _____ solemnly undertake that I am an authorized signatory of M/s _____ (insert name of the company with full address) and I hereby undertake that the supplies for which payments are being made have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted for which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake even to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s)._____ (insert details of invoices for which payments are being claimed) amounting to_____.

Name: _____

Address: _____

(Supplier full address)

Witness 1 _____

Address:_____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 80% payment.

Invitation for Bids

COUNTRY : India

NAME OF PROJECT: *Revised National Tuberculosis Control Programme (TB-III)*

Project No.: P 148604

Contract Title: **PROCUREMENT OF LED FLOURESCENCE & BINOCULAR MICROSCOPES**

Reference No.: RITES/MSM/EPW/RNTCP/04/2013/WB

1. The Ministry of Health & Family Welfare, Govt. of India *has received* financing from the World Bank toward the cost of the **Revised National Tuberculosis Control Programme (TB-III)**, and intends to apply part of the proceeds toward payments under the contract for Procurement of **LED Fluorescence & Binocular Microscopes**.
2. The RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for *the Procurement of LED Fluorescence & Binocular Microscopes*.
3. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits/Grants* [issued in January, 2011] ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.
4. Interested eligible bidders may obtain further information from RITES Ltd *and* inspect the bidding documents during office hours at the address given below from 1000 to 1600 hrs. (IST) on all working days at the address given below
5. A complete set of bidding documents in English may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **Rs. 5000**. The method of payment will be Demand Draft/Pay Order in favour of RITES Ltd., Payable at Gurgaon, India. The document may be purchased from **14th February 2014 to 01th April, 2014** from the address mentioned below in S. No. 7. The document will be sent by courier on payment of an extra amount of **Rs 900** if requested by mail.

Bidders can also download the bid document from RITES website "www.rites.com" or www.eprocure.gov.in . For downloaded bid document, no fee is

required. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

6. Bids must be delivered to the address below on or before **1400 hrs (IST) on 02nd April, 2014**. Electronic bidding *will not* be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below at 14:15 hrs (IST) on **02nd.04.2014**.

7. All bids must be accompanied by a “*Bid Security*” as appropriate of amount and currency.

8. The address referred to above is:

**Group General Manager/MSM
RITES Ltd.,
RITES OFFICE COMPLEX- 2,
Annexe Building
MSM Division, Plot No 144, 4th Floor,
Sector -44,
Gurgaon-122003, Haryana
INDIA
Fax: 91 (124)/ 2571659/60
Tel: 91(124) 2728450/411/418**