

Foundation for Innovative New Diagnostics
(FIND)

Advertised Tender Enquiry (ATI)

BID DOCUMENT
FOR

Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs, related goods, accessories and associated works towards store upgradation at six TB Laboratories in Delhi, Ajmer, Guwahati, Ahmedabad, Chennai and Bangalore

Bid Ref. No.: SAMS/FIND/Store Upgradation/34/2017



(Procurement Agent)

STRATEGIC ALLIANCE

Management Services Pvt. Ltd.

B01- B03, Vardhman Diamond Plaza, Community Centre, D B Gupta Road, Paharganj, New Delhi- 110055, India

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Key Information

Name of the Project	Procurement of Equipment, Goods, Works Services and Reagents for GFATM Project [Foundation for Innovative New Diagnostics (FIND) Contract no. PA/GFATM/001/2013-14]
Source of Funding	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), Geneva, Switzerland
Bid Ref. No.	SAMS/FIND/Store Upgradation/34/2017
Duration of Sale of Bid Document	25 th May, 2017 to 26 th June, 2017
Time and Date for Receipt of Request for Clarifications	By 1700 hours on 7 th June, 2017 (All such request must be submitted through mail to procurement@samsconsult.com)
Time and Date for Pre-Bid Meeting	1500 hours on 8 th June, 2017
Time and Date for Receipt of Bids	1430 hours on 27 th June, 2017
Time and Date for Opening of Technical Bids	1500 hours on 27 th June, 2017
Place of Pre-Bid Meeting, Bid Submission and Opening of Bids	Strategic Alliance Management Services Pvt. Limited (SAMS), B01-B03, Vardhman Diamond Plaza, Community Centre, Motia Khan, D.B. Gupta Road, Paharganj, New Delhi 110055, INDIA

NOTICE INVITING TENDERS
for
Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs,
related goods, accessories and associated works towards store
upgradation at six TB Laboratories in Delhi, Ajmer, Guwahati,
Ahmedabad, Chennai and Bangalore

Bid Ref. No. SAMS/FIND/Store Upgradation/34/2017

Dated: 25/5/2017

1. Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by FIND for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories across India under GFATM Project.
2. SAMS hereby invites bids from eligible and qualified Bidders for the **“Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs, related goods, accessories and associated works towards store upgradation at six TB Laboratories in Delhi, Ajmer, Guwahati, Ahmedabad, Chennai and Bangalore”** as given in Schedule of Requirement of the Bid Document.
3. Bidding will be conducted through the ‘Advertised Tender Enquiry’ method and procedures as set out in the ‘General Financial Rule – 2017’ and Manual of Policies and Procedure for Purchase of Goods and Works issued by Department of Expenditure, Ministry of Finance, Govt. of India.
4. Interested Bidders may obtain further information from the office of SAMS and inspect the Bid Documents from 1000 to 1600 hrs. (IST) on all working days.
5. A complete set of Bid Documents may be purchased by interested bidders upon submission of a written application and payment of a non-refundable fee of Rs.2000 from the address mentioned above from 25/05/2017 to 26/06/2017. The Bid Documents will be sent by courier on payment of an extra amount of Rs 500/-, if requested by post.
6. Bidders can also download the Bid Documents from the website of SAMS <http://www.samsconsult.com/procurement.php>. The bidders who have downloaded the Bid Documents from the above website are also required to submit non-refundable Bid Documents fee of Rs 2000 along with their bid. The payment of Bid Documents fee can be made by Demand Draft/ Cashier's Cheque / Certified Cheque in favour of Strategic Alliance Management Services Pvt. Ltd. payable at Delhi (India).
7. The bidders, who have downloaded the Bid Documents, shall be solely responsible for checking above website for any addendum/amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their bids.
8. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at 1500 hours on 08/06/2017 at the address mentioned above. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the bidders.
9. Bidders should send their written requests for clarification, if any up to 1700 hours on 07/06/2017.
10. Bids must be delivered up to 1430 hours on 27/06/2017 at the address mentioned above. The technical bids will be opened on the same day at 1500 hrs. in the presence of the bidders' representatives, who choose to attend the technical bid opening.
11. All bids must be accompanied by Bid Documents Fee as mentioned above in Para 6 and Bid Security as specified in ITB Para 16 of the Bid Documents. Late bids will be rejected.

Sanjay Rastogi, Director, SAMS

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

SECTION-I INSTRUCTIONS TO BIDDERS

	A. INTRODUCTION
1. Scope of Bid	1.1 Strategic Alliance Management Services Private Limited (SAMS), acting as Procurement Agent on behalf of Foundation for Innovative New Diagnostics (FIND), New Delhi (hereinafter referred as "Purchaser") has issued this Bid Documents for "Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs, related goods, accessories and associated works towards store upgradation at six Laboratories in Delhi, Ajmer, Guwahati, Ahmedabad, Chennai and Bangalore" as given in Schedule of Requirements of the Bid Documents."
2. Availability of Funds	2.1 Expenditure to be incurred for the said procurement will be met from the funds provided by The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), Geneva, Switzerland
3. Code of Integrity and Debarment of Bidder	<p>3.1 Bidders/Suppliers/Contractors should observe the highest standards of code of integrity during the procurement and execution Contracts. The Purchaser defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) 'corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and (ii) 'fraudulent practice' means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) 'collusive practice' means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) 'coercive practice' means 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; <p>3.2 The Purchaser may debar a bidder or any of its successors from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity as per sub-para 3.1 above.</p> <p>3.3 Further, a bidder or any of its successors shall not be eligible to participate in the procurement process conducted by the Purchaser for the period of such debarment made by any Central / State Govt. Department, if it has been convicted of an offence:</p> <ul style="list-style-type: none"> a) under the Prevention of Corruption Act, 1988; or b) the Indian Panel Code or any other law for the time being in force, for a causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
4. Bidders' Eligibility	4.1 The Bidder may be Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956. Bidder may form consortium with other organizations to enhance their qualification.

	4.2 The bidder and any of its successors and its consortium partner (if any) should not be debarred / blacklisted by any Central Govt. or State Govt. Department or UNOPS, UNDP or SAMS or GFATM as on the date of opening of bid.
5. Documents Establishing conformity of Goods and Services to Bidding Documents	<p>5.1 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 IV. The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of brochure / technical literature, drawings, data or internal test reports.</p> <p>5.2 The bidder should submit an item-by-item commentary on the Purchaser's Technical Specifications / Scope of Works / Scope of Services demonstrating substantial responsiveness of the Goods Works and Services offered, or a statement of deviations and exceptions to the Purchaser's requirements;</p>
6. Qualifications of the Bidder	<p>6.1 Bidder and its consortium partner (if any) together should have executed at least <u>one similar works involving supply, installation and commissioning of Walk-in-Cooler including Paneling work during last three years</u> as on date of opening of bids.</p> <p>6.2 The bidder should submit copy of Purchase / Work Order and satisfactory work completion certificate issued by the Client in support of qualification requirement given in sub-para 6.1 above.</p> <p>6.3 The bidder should submit the following documents pertaining to its firm and that of consortium partner (if any):</p> <p>(a) Certification of incorporation of the Bidder, legal status, place of registration and principal place of business of the company or firm or partnership, etc.</p> <p>(b) VAT/Sales Tax and Income Tax registration certificates.</p>
7. Cost of Bidding	7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. THE BIDDING DOCUMENTS	
8. Content of Bidding Documents	<p>8.1 The Bidding Documents comprises of the following Sections:</p> <p>Section I. Instructions to Bidders (ITB) Section II. General Conditions of Contract (GCC) Section III. Schedule of Requirements Section IV. Technical Specifications Section V. Price Schedule (to be filled by the bidders for quoting their prices) Section VI. Contract Forms Section VII. Bidding Forms</p> <p>8.2 The 'Notice Inviting Tenders' (NIT) does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the NIT and the Bidding Documents listed in 8.1 above, said Bidding Documents will take precedence.</p>
9. Clarification of Bidding Documents	9.1 A prospective bidder requiring any clarification regarding Scope of supply of goods, work and services, conditions of contract, etc. given

	<p>in the Bid Documents may submit written request for clarifications to SAMS by post/email up to 1700 hrs. on 29/05/2017.</p> <p>9.2 All the prospective bidders will be notified of response to clarifications only through website www.samsconsult.com. Any bidder who has purchased/downloaded the Bid Documents should watch for clarifications, if any, issued on the above website. The Purchaser will not issue separate communication to them.</p> <p>9.3 The Purchaser shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.</p>
10. Amendment of Bidding Documents	<p>10.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.</p> <p>10.2 Any addendum/amendment thus issued shall be part of the Bidding Documents and shall be uploaded on SAMS website. Such addendum will be binding on the bidders and it will be assumed that the information contained in the addendum have been taken into account by the Bidder in its bid.</p> <p>10.3 To give prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify the extended deadline on SAMS website.</p>
C. PREPARATION OF BIDS	
11. Documents Constituting the Bid	<p>11.1 The Bid shall comprise two parts submitted simultaneously, one part containing the Technical Bid and the other part containing the Price Bid.</p> <p>11.2 At first, the Technical Bids shall be opened at the time and date specified in the Table – Key Information given at page no. 2 of the Bid Document. The Technical Bids shall be evaluated first by the Purchaser. The Technical Bids which do not conform to the specified requirements will be rejected as technically non-responsive / disqualified Bids.</p> <p>11.3 Price Bids of technically qualified Bids shall be opened by the Purchaser at later date and time communicated to all technically qualified bidders. The Price Bids shall be evaluated for each of the Schedules separately and the Contract shall be awarded to the Bidder who has been determined to be the lowest evaluated substantially responsive Bidder for individual Schedules.</p> <p>11.4 The Technical Bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> 1) Duly filled-in Technical Bid Form, in accordance with the forms indicated in Section VII; 2) Duly filled Bidder's Information Form, in accordance with the forms indicated in Section VII 3) Bid Security / EMD in accordance with the provisions of ITB Sub-Clause 16.3 (Bid Security);

	<p>4) Power of attorney / authorization letter / resolution of board etc., authorizing an officer of the bidder and verifying his signature, duly signed by the Authorized signatory of the company/firm to sign the bid on its behalf.</p> <p>5) Copy of Certificate of incorporation / registration certificate of bidder and consortium partner (if any) issued by an appropriate authority</p> <p>6) Performance Statement Form as per “format given in Section VII” and Client’s certificates along with copies of Purchase / Work Orders / contracts (minimum one) in support of qualification requirement given in ITB Para 6 above</p> <p>7) Copy of VAT/Sales tax and Income Tax registration certificate (for bidder and consortium partner, if any).</p> <p>8) Technical literature, product data sheet, brochure and other documents establishing that the equipment tendered meet all the technical parameters as laid down under Technical Specifications Section-IV</p> <p>9) Schedule wise technical compliance forms indicated in section VII.</p> <p>10) Notarized Affidavit that the bidder and consortium partner (if any) is not be debarred / blacklisted by any Central Govt. or State Govt. Department or UNOPS, UNDP or SAMS or GFATM as on the date of opening of bid</p> <p>11.5 The Price Bid submitted by the Bidder shall comprise the duly filled-in Price Schedule, in accordance with the forms indicated in Section V.</p>
12. Technical Bid Form	12.1 The Bidder shall complete the Technical Bid Form furnished in the Bidding Documents, indicating the Goods to be supplied and related works and services to be performed.
13. Bid Prices	<p>13.1 The Bidder shall indicate on the Price Schedule, the break-up of total bid price as per in the format of Price Schedule given in Section V.</p> <p>13.2 The bidder shall quote the prices on ‘CIP-Final Destination, as per Schedule of Requirement- Consignee Distribution List’ basis to all consignees.</p> <p>13.3 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the bid.</p> <p>13.4 Excise Duty / Sales Tax/VAT, if any, legally leviable and intended to be claimed should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no separate claim for Excise Duty / Sales Tax/VAT will be admitted at any later stage on any ground. <u>(Note: The break-up of bid price as above shall also be used to make necessary adjustments, after GST is implemented)</u></p> <p>13.5 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract, except duties and taxes on finished goods, works and services. A bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.</p>
14. Currencies of Bid	14.1 Prices shall be quoted in Indian Rupees only.

<p>15. Period of Validity of Bids</p>	<p>15.1 Bids shall remain valid for the period of 120 days after the date of bid submission specified in ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security.</p>
<p>16. Bid Security</p>	<p>16.1 The Bidder shall furnish, as part of its bid, a bid security against each schedule in fixed amount as specified in Section –III, Schedule of Requirement. The amount of bid security against each schedule(s) should be in fixed amount as specified in the Schedule of Requirements.</p> <p>16.2 If the bidder is submitting bid for more than one schedule, the amount of the bid security may be for 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>16.3 If the amount of bid security furnished is less than the required for total quoted schedules by the bidders, and then Bid security will be considered valid only for the quoted schedules (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will be treated as non-responsive.</p> <p>16.4 The bid security shall remain valid for a period of 45 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 15.2.</p> <p>16.5 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:</p> <ul style="list-style-type: none"> (a) a crossed demand draft or a pay order drawn in favor of the Purchaser; (b) TDR/FDR pledged in name of the Purchaser; (c) a bank guarantee issued by a nationalized/scheduled bank in India. The format of the bank guarantee shall be in accordance with the form of bid security included in Section VII. <p>16.6 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.</p> <p>16.7 The bidders who are registered with NSIC for the items to be procured under this NIT are exempted from submission of bid security. In such case, bidder should submit copy of NSIC registration and documents showing exemption from submission of bid security, in lieu of bid security.</p> <p>16.8 The bid securities of unsuccessful Bidders will be returned as promptly as possible.</p> <p>16.9 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.</p>

	<p>16.10 The bid security may be forfeited</p> <ul style="list-style-type: none"> a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 15.2 and 22.2; or b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 27.4; or c) in the case of a successful bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> i. sign the contract, or ii. furnish the required performance security, or iii. In case of any false, incorrect or misleading information provided in the bid
17. Alternative Proposals by Bidders	17.1 Alternative bids shall not be accepted. The bidder should not submit more than one bid for any Schedule.
18. Format and Signing of Bid	<p>18.1 The bids consisting of the documents listed in ITB Sub-Clauses 11.4 and 11.5, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.</p> <p>18.2 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initiated by the person or persons signing the bid.</p>
D. Submission of Bids	
19. Sealing and Marking of Bids	<p>19.1 Under the Two Bid System, i.e. "Technical Bid" (Envelope-A) and "Financial Bid" (Envelope-B) should be prepared by the bidder, as under:</p> <p style="padding-left: 40px;">A) TECHNICAL BID - (ENVELOPE-A) containing all the document listed in ITB para 11.4 above</p> <p style="padding-left: 40px;">B) FINANCIAL BID – (ENVELOPE-B) containing the duly filled-in Price Schedule, in accordance with the forms indicated in Section V</p> <p>19.2 The bidder should keep the two individually sealed Envelopes (prepared as above) in a larger envelope duly super-scribing with Title and Bid Ref. No.</p>
20. Deadline for Submission of Bids	<p>20.1 Bids must be received by the Purchaser no later than the time and date as specified in the Table – Key Information at page no. 2 of the Bid Document.</p> <p>20.2 In event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day'.</p> <p>20.3 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Para 10.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
21. Late submission of Bid Security	21.1 In case bidder fails to submit bid security to the Purchaser up to the deadline for its submission as specified in the Table – Key Information at page no. 2 of the Bid Document, the bid will be rejected.
22. Modification and Withdrawal of Bids	22.1 The bids can't be withdrawn or altered after due date and time for submission of bids.

	<p>22.2 If a bidder withdraws the bid any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its bid</p>
E. OPENING AND EVALUATION OF BIDS	
23. Bid Opening	<p>23.1 The Envelope containing Technical Bid (Envelope-A) and Financial Bid (Envelope-B) shall be opened by Purchaser's Bid Opening Committee at the date and time as specified in the Table – Key Information at page no. 2 of the Bid Document.</p> <p>23.2 Thereafter, the Technical Bids (Envelope-A) shall be opened. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s).</p> <p>23.3 Authorized representatives of the bidders, who have submitted bids on time may attend the technical bid opening. The bid opening official(s) will prepare a list of the bidder's representatives attending the bid opening. The list will contain the Bidders' names, name of bidder's representatives, e-mail Id, contact no. Bidder's representative shall be required to sign the attendance sheet, evidencing their presence during bid opening.</p> <p>23.4 After the technical evaluation of bids are completed the Purchaser shall notify those Bidders whose Bids are found non-responsive at technical evaluation stage and their Financial Bids (Envelope-B) will be returned unopened after completing the selection process and Contract signing.</p> <p>23.5 The Purchaser shall simultaneously notify in writing those Bidders that have qualified during technical evaluation stage and inform them of the date, time and location for the opening of the Financial Bids (Envelope-B). The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Bids is optional and is at the Bidder's choice.</p>
24. Clarification of Bids	<p>24.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 27.3.</p>
25. Confidentiality	<p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to Bidders.</p> <p>25.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.</p> <p>25.3 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 its bid, it should do so in writing.</p>
26. Examination of Technical Bids	<p>26.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.</p>

<p>and Determination of Responsiveness</p>	<p>26.2 The Purchaser will examine the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>26.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>26.4 Prior to the detailed evaluation, pursuant to ITB Clause 28, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p> <p>26.5 The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:</p> <ul style="list-style-type: none"> - Bid Validity - Bid Security - Validity of Bid Security - Performance Security - Delivery Terms - Payment terms (GCC Clause 16) - Force Majeure (GCC Clause 24); - Limitation of liability (GCC Clause 28) - Applicable Law (GCC Clause 30); - Taxes and Duties (GCC Clause 32); <p>26.6 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p>
<p>27. Correction of Non-conformities, Errors, and Omissions</p>	<p>27.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.</p> <p>27.2 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 Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

	<p>27.3 The Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:</p> <ul style="list-style-type: none"> a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. b) If there is a discrepancy between subtotals and the total price, the total price shall be corrected. c) If there is a discrepancy between words and figures, the amount in words will prevail. <p>27.4 If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.</p>
<p>28. Evaluation and Comparison of Bids</p>	<p><u>Preliminary Evaluation of Bids</u></p> <p>28.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.4 have been provided, and to determine the completeness of each document submitted.</p> <p>28.2 The Purchaser shall confirm that the required documents and information have been provided in the Technical Proposal.</p> <p>28.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each document submitted.</p> <p><u>Examination of Terms and Conditions; Technical Evaluation</u></p> <p>28.4 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>28.5 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 5 and 6, to confirm that all requirements specified in Section III and IV, Schedule of Requirements and Technical Specifications of the Bidding Document have been met without any material deviation or reservation.</p> <p>28.6 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.</p> <p><u>Evaluation of Price Bids</u></p> <p>28.7 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive, pursuant to ITB Clause 28.</p> <p>28.8 The Purchaser's evaluation of a bid will take into account the total unit cost of the item and related services at the consignee's destination</p>

	<p>inclusive of all duties, taxes and other charges for each of the Schedule separately.</p> <p>28.9 The contract shall be awarded only to the bidder who are substantially responsive, offer lowest rates</p> <p>28.10 Bidder may quote any number of schedule and must quote for entire schedule. Bidder who do not quote for entire requirement of one schedule will be treated as non responsive.</p> <p>28.11 Deviations in the delivery schedule and Payment schedule are not permitted.</p> <p>28.12 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.</p>
F. AWARD OF CONTRACT	
29. Post qualification	<p>29.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 6.</p> <p>29.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 6, as well as other information the Purchaser deems necessary and appropriate.</p> <p>29.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.</p>
30. Award Criteria	<p>30.1 Pursuant to ITB Clauses 28 and 29, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid</p> <p>30.2 Before the award of Contract, Purchaser may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.</p>
31. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	<p>31.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.</p>
32. Purchaser's right to vary quantities during currency of contract	<p>32.1 The purchaser reserves the right to increase or decrease the quantity of goods by 25% during the contract period.</p>

33. Notification of Award	<p>33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by e-mail or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.</p> <p>33.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 16.</p>
34. Publication of Bid result	<p>34.1 The name and address of Successful bidder(s) will be declared and published appropriately.</p>
35. Signing of Contract	<p>35.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>35.2 Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.</p>
36. Performance Security	<p>36.1 Within twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.</p> <p>36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.</p>
37. Purchase preference	<p>37.1 Exercising the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises (MSEs) effective from 1st April, 2012.</p> <p>37.2 In accordance with the above notification, the participating MSEs in a bid, quoting a price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than a MSE. Such MSEs would be allowed to supply up to 20% of the total bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the bidding or meet the bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.</p> <p>37.3 The MSEs participating in the bid shall enclose with their bid, a copy of their valid registration certificate with District Industries Centre (DIC) or</p>

	Khadi and Village Industries Commission (KVIC) or Coir Board or NSIC and any other body specified by Ministry of Micro and Small Enterprises in support of their being an MSE, failing which their offer will be liable to be ignored.
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SECTION II.
GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION II.

General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "Day" means calendar day.
 - (d) "Effective Date" means the date on which this Contract becomes effective i.e. date of notification of Award.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "The 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.
 - (g) "The Purchaser" means M/s Strategic Alliance Management Services Pvt. Ltd. (SAMS) on behalf of Foundation for Innovative New Diagnostics (FIND).
 - (h) "The Purchaser's Country" is India.
 - (i) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law.
 - (j) "The Services" means those services ancillary to the supply of the Goods, such as transportation, insurance, installation, testing and commissioning of equipment and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (k) "The Site," where applicable, means the place or places named in the Schedule of requirement.
 - (l) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract
 - (m) End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements.
- 2. Imports**
- 2.1 For Imported goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Custom Duty, and Sales tax on raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.
- 3. Application**
- 3.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 4. Country of Origin**
- 4.1 Any Goods and Services supplied under the Contract shall have their origin in India or other countries (in case of imported goods offered).

- 5. Standards** 5.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 6. Use of Contract Documents and Information; Inspection and Audit by the Purchaser** 6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only those as may be necessary for purposes of such performance.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 7. Patent Rights** 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.
- 8. Performance Security** 8.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the **performance security in the amount equal to 5% of the total contract price**
- a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.
- b) The performance security shall be valid till **60 days** after the date of completion of all contractual obligations including warranty.
- 8.2 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.
- 8.3 The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms:
- a) The performance security shall be in the form of a Bank guarantee and the named beneficiary shall be "Strategic Alliance management Services Pvt. Ltd" [acting as procurement agent on behalf of Foundation for Innovative New Diagnostics (FIND), India], issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or
- b) a crossed demand draft or a pay-order drawn in favor of **"Strategic Alliance management Services Pvt. Ltd"**.
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date

of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

In the event of any amendment issued to the contract, the supplier shall, within twenty one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the contract, as amended

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications

The Technical Specifications (Section IV) shall specify what inspections and tests the Purchaser requires. Further,

- a) Pre-dispatch inspection of the goods may be conducted by purchaser or its authorized representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The Supplier shall at the earliest furnish details of equipment / consumables and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.
- b) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not

The supplier shall put up the goods for such inspection to the purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.

- c) The Supplier may have an independent quality test conducted for equipment ready for shipment. The cost of such tests will be borne by the Supplier.
- d) Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods. The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.

9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection/testing as required by GCC

Clause 9.1 above, conducted before shipment or at ultimate destination, the inspection/testing will be forwarded for umpire inspection/testing within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

- 10.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit 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.
- 10.2 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 in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

- 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 four sets of documents comprising of the following:
- i. One original and three copies of commercial invoice, indicating the SAMS as the Purchaser on behalf of FIND, 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. Four copies of Proof of Dispatch (POD) viz., Bill of Lading/ airway Bill / Railway consignment note/road consignment note or multimodal transport document showing Purchaser as SAMS on behalf of FIND and delivery up to final destination as stated in the Contract
 - iii. One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.
 - iv. Four copies of Certificate of Insurance
 - v. Four copies of packing list identifying contents of each package
 - vi. One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied
 - vii. Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
 - viii. Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.
 - ix. Any other/additional procurement-specific document(s) s required for delivery/payment purposes.
- B. **Documents to be submitted to Consignee:-**
The Supplier should intimate the Consignee at least 7 days in advance before the dispatch of Goods, the expected date of consignment the Supplier should provide the Consignee one set of the documents mentioned below: (i) Copy of NOA/ PO (ii) Copy of Invoice containing particulars as per (A)(i) above; (iii) Packing list identifying contents of each package (iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

- 12. Insurance**
- 12.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
 - ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
 - iv) in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.
- 13. Transportation**
- 13.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 14. Incidental Services**
- 14.1 The supplier shall be required to perform the incidental services as per the List of Requirements and the Technical Specification (Section – III and IV).
- 15. Warranty**
- 15.1 The supplier warrants comprehensively that the goods supplied under the contract are new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser’s specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid **for the period of three years (unless otherwise specified in Section-IV - Technical Specifications)**, after the Goods have been delivered and installed at the final destination indicated in the Contract.
- 15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed repair or replace the defective goods or parts thereof, free of

cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of one (1) year over and above the warranty period as mentioned in para 15.2 above, from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. Accordingly, the validity of performance security shall be extended for extended warranty period

15.7 Additional Comprehensive Warranty Clause applicable to Contract

- (a) During the warranty, free comprehensive maintenance and repairs services including preventive maintenance, testing and calibration and/or validation, labor and spares shall be provided by the supplier during the period of warranty.
- (b) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The supplier shall visit each installation site
- (c) The supplier, shall visit each installation site as recommended Section-IV – Technical Specifications.
- (d) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier' maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 48 hours.
- (i) During the Warranty period, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.
- (ii) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- (iii) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.25% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period.

- (iv) The supplier shall visit each consignee site as recommended in the manufacturer's technical/service operational manual, but at least once in six months during the warranty period for preventive maintenance.
- (v) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

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 will be required during the warranty period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

16. Payment

16.1 The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

- a) 30% of the contract value as advance upon submission of Advance payment Bank Guarantee for equal amount valid till last date of completion of works.
- b) 50% of the contract value upon delivery of Goods and submission of consignee receipt certificate as specified in tender document.
- c) 20% of the contract value upon completion of installation, commissioning and associated works and submission of satisfactory work completion certificate as specified in tender document.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, sales tax or VAT (or GST as and when applicable) payable shall be paid as applicable at the time of supply.

18.18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a. 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/or
- d. the Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
19. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed/agreed by the Purchaser and Supplier.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.
21. Delays in the Supplier's Performance	<p>21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:</p> <p>Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.</p> <p>(a) Forfeiture of its Performance Security and / or (b) Imposition of liquidated damages and/or (c) Termination of the contract for default.</p> <p>21.2 If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions that the Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.</p> <p>21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.</p>
22. Liquidated Damages	22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof 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 10 percent of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 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:

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or/and
- b) if the Goods do not meet the Technical Specifications stated in the Contract; or/and
- c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- a) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, imposition of 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.

24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 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.

**25. Termination
for Insolvency**

25.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this 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.

**26. Termination
for
Convenience**

26.1 The Purchaser, by written 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.

26.2 The Goods that are complete and ready for shipment within thirty (30) 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:

(a) to have any portion completed and delivered at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) 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.

27.1.1 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.

27.1.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-

- i. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators

appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.

- ii. The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- iii. 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.
- iv. 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.
- v. The venue of Arbitration shall be Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- vi. 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.

27.3 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 to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 7,

- (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 price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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| 29. Governing Language | 29.1 The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language. |
| 30. Applicable Law | 30.1 The Contract shall be interpreted in accordance with the laws of Union of India. |
| 31. Notices | <p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address are as follows: -</p> <p style="margin-left: 40px;">The Purchaser's addresses for notice purposes is:</p> <p style="margin-left: 40px;">Director
 Strategic Alliance Management Services Pvt. Ltd.
 B01 – B03, Vardhman Diamond Plaza,
 Community Centre, D. B. Gupta Road,
 Paharganj, New Delhi 110055, INDIA</p> <p style="margin-left: 40px;">The Supplier's address for notice purposes is as mentioned in the NOA/contract.</p> |
| 32. Taxes and Duties | <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>32.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.</p> |
| 33. Jurisdiction | 33.1 All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at New Delhi, India, only. |

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION III. SCHEDULE OF REQUIREMENTS

A. Schedule of Requirement with Bid Security:

Schedule No.	Brief Scope of Works and List of Sites	Bid Security in INR
	Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs, related accessories and related works towards store upgradation of six TB Laboratories at following sites [technical specification of goods and Layouts for works given in Section IV]	
I	NITRD, Delhi	50,000/-
II	IRL, Ajmer	50,000/-
III	IRL, Guwahati	50,000/-
IV	IRL, Ahmedabad	40,000/-
V	IRL, Chennai	40,000/-
VI	IRL, Bangalore	40,000/-

B. Scope of Supply, Installation, Commissioning and associated Works

Schedule -1: Name of Site: NITRD Delhi

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (10'L x 10'Wx 10'H)	1
2	Split AC 2T	2
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	20
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Table for Desktop computer, printer & Scanner	1
8	Chair	1
9	Fire Extinguisher	1
10	Description of associated works(Refer Layout <u>schedule No. 1:</u> <u>Name of Site: NITRD, Delhi Annex 1):</u> <ol style="list-style-type: none"> 1. Installation of aluminum frame partition of 15'9" width & 13'6" height at a distance of 4'6" from shutter door with Aluminum Glass Double Door [size of 3' (W) & 7' (H) (for each door); Door opening direction - outside; With automatic door closer assembly and Lock & key arrangement] 2. Tile flooring of 544 Sq. Ft (34'X15'9") space (excluding area identified for walk in cold room). 	1 Job

	<ol style="list-style-type: none"> 3. Installation of MS Structural chequered plate platform above 8' height from floor with staircase for easy access to that platform (approx. area - 11' X 4'6" + 9' x 15'9") to provide a secondary storage space. 4. Minor civil cementing / POP work inside & outside of the facility. 5. Painting of walls (enamel paint) of area 544 Sq Ft (34'X15'9") 6. Installation of 9 nos. of Surface/Wall mounted lights (LED), switches and required wiring inside the facility 7. Installation of 12 no's of electrical fixture (5/15A plug points), switches and required wiring inside the facility 8. Provision of MCB panels (MCB for electrical Fixtures, AC, lights, Walk in cold room & generator backup) 9. Pest & rodent Control of space identified for storage 	
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Schedule -: 2 Name of Site: IRL Ajmer

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (14'9" (L)×5'10" (W) × 10' (H)	1
2	Split AC 1.5T	3
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	27
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Table for Desktop computer, printer & Scanner	1
8	Chair	1
9	Fire Extinguisher	1
10	<p>Description of associated works (Refer layout <u>Schedule No. 2: Name of Site: IRL, Ajmer Annex 1, Annex 2 & Annex 3</u>):</p> <ol style="list-style-type: none"> 1. The damaged door (Door B) between proposed Walk in Cold Room and proposed Store Room No. 1 to be removed and to be replaced with glass aluminum door of dimension 3' (L) and 6'8" (W). 2. Proper cement layering and painting to be done for corner of walls from where the door B will be removed. 3. Uniform cemented levelling of existing floor. 4. Existing stone shelves on one wall to be dismantled. 5. Sealing of Door D. 6. Pest & rodent control to be carried out in the room identified for storage 7. Tile flooring of space identified for storage [Proposed Store Room 1 - Area is 281 sqft (23'9" X 11'10"); Proposed Store Room 2- Area is 138 sqft (11'8" X 11'10"); and Proposed Store Room 3- Area is 68 sqft (11'8" X 5'10")] 8. Painting of walls (enamel paint) of identified space for storage [Proposed Store Room 1 - Area is 281sqft (23'9" X 11'10"); 	1 Job

	<p>Proposed Store Room 2- Area is 138sqft (11'8" X 11'10"); and Proposed Store Room 3- Area is 68sqft (11'8" X 5'10")]</p> <p>9. Provision of MCB electrical panel (MCB for electrical Fixtures, sockets, AC, Light for Store Room) in store 1 as indicated in the layout</p> <p>10. Provision of 17 no's of electrical fixtures (5/15A plug points), 11 no's of surface/wall mount light (LED), switches and required wiring inside the proposed store room 1, 2 & 3 as indicated in the layout.</p> <p>11. Aluminum frame with double glass door to be installed before the wooden door (Door 1) in proposed store room 1 [Door size of 2'5" width & 7' height (for each door); Door opening direction - outside; With automatic door, closer assembly and Lock & key arrangement.</p> <p>12. Existing wooden window to be replaced with Aluminum Glass window between Proposed Store Room 1 & Proposed Store Room 2.</p> <p>13. MS Structural chequered plate platform will be created in proposed lab Store Room 1 at 8' height from floor. Dimensions of this proposed platform are: 15'3" (L) X 2'6" (W), 11' (L) X 2'6" (W). This will create additional storage space in the existing lab store.</p> <p>14. Glass sealing of Windows in Store Room 3 and 4</p> <p>15. Sealing of existing rectangular ventilation window above Door 2 and Door 3.</p>	
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Schedule -3: Name of Site: IRL Guwahati

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (8'L x 9.6'Wx 10'H)	1
2	Split AC 1.5T	2
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	20
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Table for Desktop computer, printer & Scanner	1
8	Chair	1
9	Fire Extinguisher	1
10	<p>Description of associated works(Refer Layout Schedule No. 3: Name of Site: IRL, Guwahati Annex1,Annex 2 & Annex 3):</p> <ol style="list-style-type: none"> Existing anteroom of Walk in Cold Room will be extended in the adjacent space to the desired dimension of 8' (L) X 9'6" (W) X 10' (H) for proposed Cold Room. Existing entrance door of Anteroom of size 3'1" (W) X 6'7" (H) is of puff insulated panel and should be kept as per existing 	1 Job

	<p>position. This will be the entry door for proposed Walk in Cold Room.</p> <ol style="list-style-type: none"> Existing door between anteroom and Walk in Cold Room to be closed permanently with insulated Puff panel and will be shifted to front side as per layout. Anteroom of media room, which is opposite to the new entrance of the existing Walk in Cold Room, will be reduced in size with shifting of aluminum partition to accommodate the entry door of existing Walk in Cold Room. Pest & rodent Control to be carried out in the room identified for storage Painting (enamel paint) of walls of 250 sq. feet area Installation of two number of 5/15 A electrical socket (for two -20 freezer) and two MCCB switches of required capacity for two numbers of 1.5 Ton split AC Installation of four ceiling lights (LED), switches and required wiring in the room identified for storage Tile flooring for room of dimensions – 16' (L) X 15'7" (W). Installation of two iron grill with assessable lock & key door of dimension 14'7" (W) and 7' (H) each on both of existing glass window in the room identified for storage Installation of Aluminum frame partition of 7'1" (W) & 8' (H) with Glass Aluminum Double Door [Door size of 3' (W) & 7' (H) (for each door); Door opening direction - outside; With automatic door closer assembly; and Lock & key arrangement. MS Structural chequered plate platform will be created in existing lab store at 8' height from floor. Dimensions of this proposed platform are: 9' (L) X 2'6" W, 16'6" (L) X 2'6" (W). This will create additional storage space in the existing lab store 	
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Schedule -4: Name of Site: IRL Ahmedabad

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (10' (L)×10' (W) × 10' (H)	1
2	Split AC 2T	2
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	21
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Table for Desktop computer, printer & Scanner	1
8	Chair	1
9	Fire Extinguisher	1
10	<p>Description of associated works (Refer Layout <u>Schedule No. 4: Name of Site: IRL, Ahmedabad Annex 1, Annex 2 & Annex 3</u>):</p> <ol style="list-style-type: none"> Extending existing entry door width of Room 3 to accommodate the door for proposed Walk In Cold Room 	1 Job

	<ol style="list-style-type: none"> 2. Pest & rodent control to be carried out in the room identified for storage 3. Painting (enamel paint) of walls (Store Room1 & Store Room 2) [Room 1 - Area is 437 Sqft (21'5" X 20'5") and Room 2- Area is 201sqft (21' X 9'7")] 4. Installation of five ceiling lights (LED), switches and required wiring in the Store Room 1 5. Uniform tile flooring of approx. 7' X 7' area to be done in proposed Store Room 1. 6. Aluminum frame partition of 3' (W) & 6'8" (H) to be installed with Glass Aluminum Door in Store Room 1 [Door size of 3' (W) & 6'8" (H); Door opening direction - outside; With automatic door closer assembly and Lock & key arrangement. 	
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Schedule -5: Name of Site: IRL Chennai

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (10'L x 9'5"Wx 10'H)	1
2	Split AC 2T	2
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	20
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Chair	1
8	Fire Extinguisher	1
9	Description of associated works (Refer Layout <u>Schedule No. 5: Name of Site: IRL, Chennai Annex 1, Annex 2 & Annex 3</u>): <ol style="list-style-type: none"> 1) Dismantling of existing wooden cupboards, ceiling light & fan in the space identified for establishment of Walk in Cold Room 2) Painting (enamel paint) of walls of room of area 500 sq. feet identified for storage; 3) Replacement of four ceiling tube lights in room identified for storage; 4) Installation of additional two numbers of 5A/15A power socket in room identified for storage; 5) Pest & rodent Control of space identified for storage 	1 Job

Schedule -6: Name of Site: IRL Bangalore

Sr. No.	List of Item to be supplied / installed / commissioned and associated works to be performed	Quantity
1	Walk in Cold Room (12'L x 9'Wx 10'H)	1
2	Split AC 2T	2

3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)	20
4	Weighing Machine	1
5	Pallet Handling Machine	1
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll	1
7	Table for Desktop computer, printer & Scanner	1
8	Chair	1
9	Fire Extinguisher	1
10	Description of associated works (Refer Layout Schedule No. 6: Name of Site: IRL, Bangalore Annex 1 & Annex 2): 1) Electrical connection for Walk in cold room from existing nearby MCB Panel 2) Pest & rodent Control of space identified for storage	1 Job

C. Schedule of Completion of supply, installation, commissioning and other works:

Schedule No.	Name of Site	No. of days from issuance of Notification of Award (NOA)
I	NITRD, Delhi	60 days
II	IRL, Ajmer	60 days
III	IRL, Guwahati	75 days
IV	IRL, Ahmedabad	60 days
V	IRL, Chennai	60 days
VI	IRL, Bangalore	60 days

D. Consignee Addresses (complete address of each site, name of concerned person and contact details:

Sch. No.	Name of consignee	Consignee's Rep / Director	Tel / Mobile	Email	Alternate Staff / Microbiologist	Mobile	Email
I	National Institute of Tuberculosis and Respiratory Diseases, Sri Aurobindo Marg, New Delhi	Dr. Rohit Sarin	011-26517834; 265682272 / 6963335; 26854922	drsarin@yahoo.com	Dr. V P Myneedu	919871 102482	nrldnitrd@rntcp.org / vpm_myn@yahoo.com

Sch. No.	Name of consignee	Consignee's Rep / Director	Tel / Mobile	Email	Alternate Staff / Microbiologist	Mobile	Email
II	Kamala Nehru State Training & Demonstration Centre (STDC) Near Soochana Kendra, In front of Church, Jaipur Road, Ajmer- 305 001	Dr. Moti Asnani	0145-2423446 / 9414355255	stdcrj@tbcindia.nic.in; stdcrj@rntcp.org	Dr Tarun Patni	+919461904433	IRLRJAJM@rntcp.org; dr.tarunpatni@yahoo.com
III	Intermediate Reference Laboratory Gauhati Medical College Narakasur Hill Top, Guwahati-32, Assam	Dr N.K. Hazarika	9435116628	-	Dr. Bandana Choudhury	919864051081	irlasgwh@rntcp.org , bandanachoudhury@yahoo.com
IV	State TB Demonstration & Training Centre(STDC), Campus of B.J. Medical College & Civil Hospital, Asarva	Dr. P. M. Patel	079-22681033/ 079-22680465 / 9727722886	stdcgu@tbcindia.nic.in; stdcgu@rntcp.org	Dr. Pranav Patel,	919727722883	irlguamc@tbcindia.nic.in; irlguamc@rntcp.org; drpranavpatel09@gmail.com
V	STDC/IRL , ITM Campus, Spurtank Road, Chetpet, Chennai	Dr K Murgaysan	044-28364734 / 9842337261	stdctn@tbcindia.nic.in/stdctn@rntcp.org	Dr.Gayathri	919841546666	irltnncni@rntcp.org
VI	Lady Wellington State TB Training and Demonstration Centre, SDS TB & RGICD Campus, Someshwar Nagar, DRC Post, Bangalore	Dr. Anil	080-22726477 / 9448372516	stdcka@tbcindia.nic.in/stdcka@rntcp.org/dadranil@gmail.com	Dr.Azeem	7760064001	stdcka@rntcp.org / stdcka@tbcindia.nic.in

SECTION IV. TECHNICAL SPECIFICATIONS
OF
GOODS TO BE SUPPLIED / INSTALLED / COMMISSIONED
AND
LAYOUTS OF ASSOCIATED WORKS

SECTION IV: **TECHNICAL SPECIFICATIONS** **OF** **GOODS TO BE SUPPLIED / INSTALLED / COMMISSIONED**

Name of Item #1: Walk in Cold Room

Sr. No.	Technical Specifications
1	External Dimensions of Walk in Cold Room: 6 feet x 7 feet x 9 feet high (<u>Size of the walk in cold room may vary based on the available space as well as storage requirements</u>)
2	Temperature range: Suitable to maintain temperature of 2 to 4 degree centigrade at all times
3	<u>Panels for walls and ceiling:</u> <ul style="list-style-type: none"> Panel thickness: 60 mm and Internal & External Finish including ceiling made of PCGI (powder coated galvanized iron) of 0.6mm thickness Insulation: Prefabricated panels made of CFC free Polyurethane Foam (PUF) , 60 mm thick, with thermal conductivity: 0.16 K – BTU/HR/DEG F/INCH of Panel Thickness, Co-efficient of Heat Transfer: 0.366 W/m C, Density of PUF: 36-40 KG/CU.M
4	<u>Panel Design</u> should have: <ul style="list-style-type: none"> - All the wall and ceiling corners will be connected by pre-fabricated double bends of “U” Sect and three way gasket made of PVC to accept fit of gaps between panels and provide air tight joints without using silicone sealant - Corners of the Floors should will be rounded to impeded bacterial growth. - Metallic Cam locks for panels designed to withstand 550lbs and uprooting 750lbs maximum. <ul style="list-style-type: none"> • Corner Panels will be 12” wide to form L – Shape and corners cove will be rounded • <u>Door:</u> <ul style="list-style-type: none"> ○ Dimension: 34” wide and 78” high– 01 Number. ○ Type: Flush Type Door ○ Door thickness: 60mm ○ Door sheet :0.6mm PCGI ○ Posi-seal door closer ○ Door Hinge of Positive Cam lift Hardware ○ PVC Wiper Gasket with SS Bracket at Bottom of Door ○ Safety Release Exit device for Opening Door from inside ○ Lock Arrangement from outside with Metallic Cam lock ○ Door Frame/leaf perimeter is of fiberglass reinforced polyester (FRP). FRP resists rust, scratches Dents, impacts and distortion. • <u>Floor Design:</u> 60mm panel for flooring with ply-board with anti-skid aluminum checkered plate. • <u>Temperature Indicator:</u> Digital Type LED Display at suitable eye length outside with sensor probe hanging in air inside the WIC Room. • <u>Interior Lamps:</u> 40W, LED, MOISTURE PROOF – 01 Number.
5	<u>Refrigeration system:</u>

	<ul style="list-style-type: none"> • Two Sets of Condensing and Evaporating units each of 100% capacity • Auto change-over every four hour between both the sets of condensing and evaporating systems. • These two units should function such that in case of failure of one unit, the second unit remains operational full time. • Refrigeration capacity: 12000/18000 BTU /Hr (1/1.5TR) depending upon the size of cold room • No. of refrigeration systems: Two Sets • <u>Condensing Unit: Complete Two set (of compressors, coil, circuits and condensing fans)</u> <ul style="list-style-type: none"> ○ Compressor Type: Hermetic, Make: Any reputed make (such as Copeland, Kirloskar, DANFOSS), Number of Compressors: 02(Two Nos.), Compressor Setting: Through Thermostat ○ No of Circuit: 02 (Two Nos.) ○ No of Condensing Fan: Two ○ Condensing Coil Material: "H" inner Grooved Copper tubes with Slit Aluminum ○ To be located at a place easy to access for repair and with adequate safety to prevent theft/ external damage. • <u>Evaporating Unit: Complete two sets including for fan and cooling coil of suitable capacity and other accessories like copper piping, insulation, etc.)</u> <ul style="list-style-type: none"> ○ location - Ceiling Mounted ○ Piping : Copper Piping and Cabling as required between condensing and evaporating unit • Length of Copper Piping between cooling and evaporating units: 15 Feet approx. (depending upon the location of cooling unit from WIC Room) • Refrigerant: 100% CFC free
6	<u>Power Supply:</u> 230±10% V, 50-60 Hz
7	<u>Spares and accessories:</u> All required spares and accessories i.e. capacitor, relay contractor, copper tubing, etc. should be supplied to replace immediately by local electrician in case of any breakdown under guidance by vendor.
8	<u>Installation and Commissioning:</u> Including nitrogen leak test for refrigeration gas and pressure test for compressor unit. It should be validated through qualified third party vendor as per NABL requirements with accuracy of ±0.1°C and uniformity of ±1°C.
9	<u>Warranty and Service:</u> <ul style="list-style-type: none"> • Three years for whole of the unit (including 5 years of warranty for the condensation unit) • Warranty starts from installation and commissioning on site. • Servicing to be done on a regular basis (minimum 6 monthly and unlimited calls in case of breakdown) • Calibration once a year through third party with valid traceability

Name of Item #2 & #3: Air Conditioner (Split AC with Voltage Stabilizer, Capacity: 1.5 ton and 2 ton)

Sr. No.	Technical Specifications
I	Description of use and function: Air conditioner will be used in various sections of the lab where air conditioning is necessary for activities performed in the section ex GeneXpert Room, Equipment Room, etc.
II	Technical Specifications:
1	Air conditioners suitable for 230V, 50 Hz single phase. AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The air conditioners shall be complete with automatic temperature control and cut-in and cutout etc. for temperature range 16 to 30 degree C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/-1.75 degree C.
2	The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985. The ECO friendly air conditioners shall have ECO MARK from Bureau of Indian Standards
3	Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary compressor operating on Refrigerant R-22 (or non-CFC refrigerant R-410 in case of Eco friendly Split Air Conditioner) with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary compressor shall be of Matsushita/Hitachi/ Toshiba/ Carrier/ Emerson/ LG /Tecomseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE
4	The minimum thickness of the base in outdoor unit shall be 1.20 mm & sheet thickness for rest of the body shall be 0.70 mm (Min.) with galvanized coating thickness of 120 g/ sq. m and shall be provided with stiffeners for robust construction and shall have rounded corners. Galvanized sheet shall conform to IS: 277/2003. Steel parts/front panel etc. shall have stove-enameled finish preceded by thorough cleaning of the surface, phosphating and undercoat of anti-corrosive primer paint. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings shall also be acceptable in lieu of stove-enameled finish
5	The casing of the indoor units shall be made of ABS/HIPS/GS and shall be impact resistant. The control box of indoor unit shall withstand flame retardant test to Grade V-O as per UL-94. For impact resistance the unit duly packed and dropped from a height of 1 m shall show no damage. The filter pads provided shall be washable
6	Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both
7	Maximum power consumption of the split air conditioners shall be measured at capacity rating test conditions. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
8	The units shall have minimum 3 star rating certified by BEE, for energy efficiency.
9	Servicing: Free servicing shall be provided for 15 months from the date of dispatch or 12 months from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 3 times during the warranty period
10	Warranty: Warranty shall be provided for 3 years from the date of installation of air conditioner, whichever is earlier. The compressor shall have additional Warranty of 4 years (In addition to above warranty of 3 years on whole unit.)
11	Installation: The installation charges consignee's site shall include the following work: a) Mounting/Fitting indoor and outdoor units at the respective locations.

	<ul style="list-style-type: none"> b) Laying refrigerant piping of 4mtrs length and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm. Connecting copper tubing shall have dimensions suitable for the compressors offered with model. c) Insulating the suction pipe with expanded polyethylene foam with 9 mm thick tubing. d) Laying 15mm drain pipe upto 10m length to drain out the condensate water being formed in the indoor unit. e) Leak testing of the entire system. f) Charging Refrigerant gas in the unit. g) Suitable electric wiring between indoors and outdoors units up to 10 mtrs length up to switch within 3 m of location of indoor unit. h) Good quality 15amp plug and 32 A MCB with Box for electrical connection of the stabilizer
12	Stabilizer for Split AC of capacity 1 ton, 1.5 Ton and 2.0 Ton <ul style="list-style-type: none"> a) Minimum Input Power (V): 170 V b) Maximum Input Power (V): 270 V c) Over Volt Protection d) Under Volt Protection e) Built In Thermal Overload Protection - Protects the stabilizer and compressors during high temperature burnout. f) Time Delay System for the compressor proper balancing time in power cuts. g) Wall Mountable
13	Cooling Capacity Calculation: For each site location, the actual cooling capacity requirement shall be calculated as per ASHRAE guidelines considering factors like the ambient conditions, room size, ceiling height, floor level, windows and glass, lighting load, occupancy factor, equipment load etc., before supplying and installing the Split AC units.

Name of Item #4: Weighing Machine:

Sr. No.	Technical Specifications
1	Capacity: 1 kg to 200 Kg (Approx.)
2	Type: Digital
3	Digital fast response controller.
4	Accuracy: 50 gm or lower
5	Stabilization time < 10 sec
6	Stainless steel weighing pan of approx.600x600 (W X H) mm size
7	In-built battery backup with SMF rechargeable battery.
8	Overload indication and protection
9	Auto Zero tracking
10	Battery mode indication
11	Flameproof metallic body
12	Input voltage supply: 230 ± 10% V,50-60 Hz
13	1 year warranty, warranty starts from installation at site

Name of Item # 5: Pallet Handling Machine:

Sr. No.	Technical Specifications
1	Easy manually hand operated pallet
2	Load capacity:1 Ton
3	With welding, heavy duty hydraulic pump unit
4	Load Wheel Type: Polyurethane
5	Drive Wheel Type: Nylon
6	High Tensile Steel Forks
7	Chassis is with high strength and durable
8	1 year warranty, warranty starts from installation at site

Name of Item # 6: Slotted angle rack

Sr. No.	Technical Specifications
1	Dimension: 3'6" (L)x 1'6" (W) x 6'(H)
2	Material:18 Gauge Iron with anti-rusting coating
3	Adjustable 4 shelves for each rack
4	Plastic/ Rubber/ Neoprene Shoes
5	Bolts and nuts as required for fitting of shelves
6	Scratch resistance smooth finish

Name of Item # 7: Fire Extinguisher

Sr. No.	Technical Specifications
1	Type: portable ABC type multipurpose fire extinguisher
2	Capacity: 2 Kg
3	With top Notch Pressure Gauge
4	Easy to use
5	With Safety seal

Name of Item #8: Table for Desktop, Printer & Scanner

Sr. No.	Technical Specifications
1	Metal body and legs with anti-rusting powder coated finish
2	The table top made of pre-laminated particle board of min. 18 mm thickness PVC lipping
3	Dimensions: 3' Length X 2' Width
4	Free standing table
5	3 drawers with locking mechanism

6	Provision for moveable drawer of keyboard
---	---

Name of Item #9: Chair

Sr. No.	Technical Specifications
1	Mid Back Chair with Polyurethane arm rests and legs, cushioned seat and back with fabric upholstery, color-black preferably

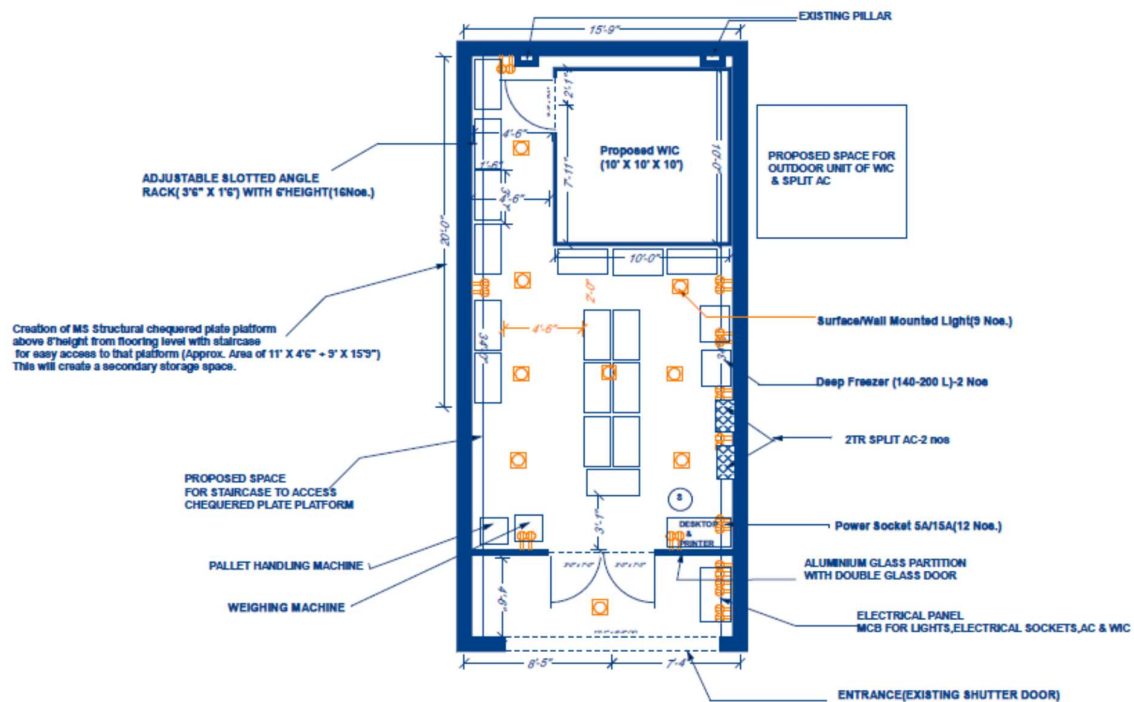
Name of Item # 10: Bar Code Scanner / Reader and Printer

Sr. No.	Technical Specifications
1	Bar Code Scanner/Reader: <ul style="list-style-type: none"> • Handheld Laser Barcode Scanner • Fast performance at 100 scans per second • Bright LED and beeper with adjustable volume • Advanced Data Formatting (ADF) enables users to Modify data prior to sending to host computer • Suitable to operate in diverse working environment • 1 year warranty, warranty starts from installation at site
2	Bar code Printer: Features to include <ul style="list-style-type: none"> • 300 meter ribbon capacity • 32 bit RISC processor • Triple connectivity: Serial, USB and parallel • Print methods: Thermal transfer and direct thermal modes; printing of bar codes, text and graphics. • Easy media and ribbon loading • Microsoft® Windows® drivers • Resolution: 203 dpi/8 dots per mm • Memory: 4 MB Flash, 8 MB SDRAM • 1 year warranty, warranty starts from installation at site. • Operating Characteristics Environmental: <ul style="list-style-type: none"> - Operating Temp: 40° F/5° C to 105° F/41° C - Storage Temp: -40° F/-40° C to 140° F/60° C - Operating Humidity: 10% to 90% non-condensing R.H - Storage Humidity: 5% to 95% non-condensing R.H

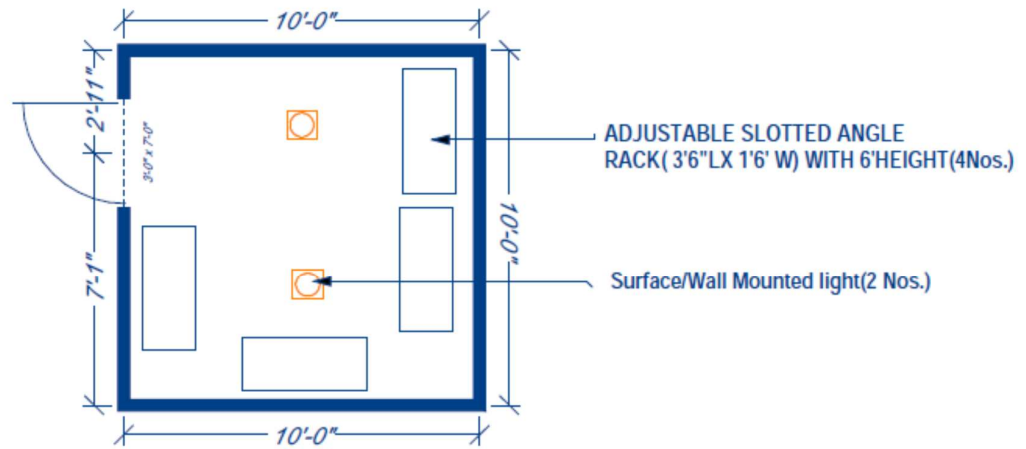
Layout for Associated Works

Schedule No. 1: Name of Site: NITRD, Delhi

LAYOUT OF PROPOSED LAB STORE, NITRD, NEW DELHI

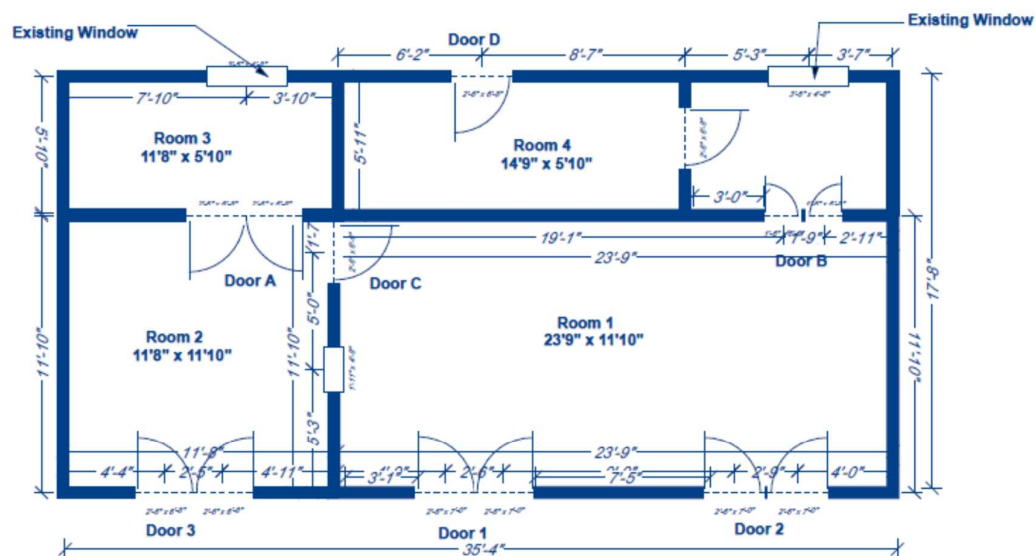


Layout of Proposed Walk in Cold Room with placement of racks
NITRD, New Delhi
(Dimension:10'LX10'WX10'H)



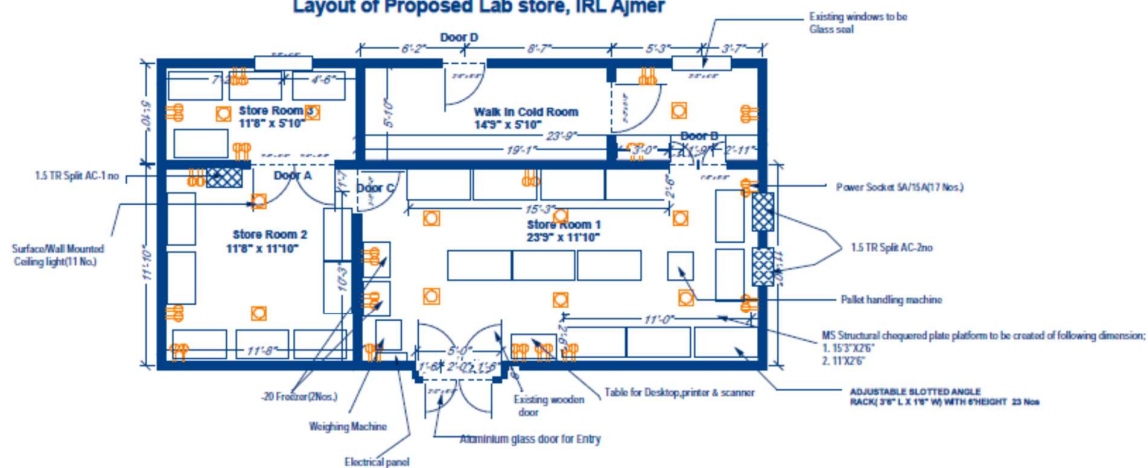
Schedule No. 2: Name of Site: IRL, Ajmer

Layout of Existing Area identified for Lab Store IRL Ajmer



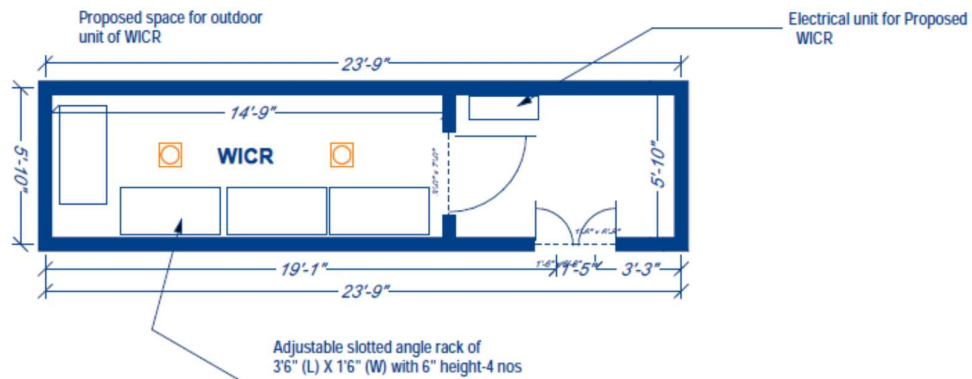
Annex 2

Layout of Proposed Lab store, IRL Ajmer



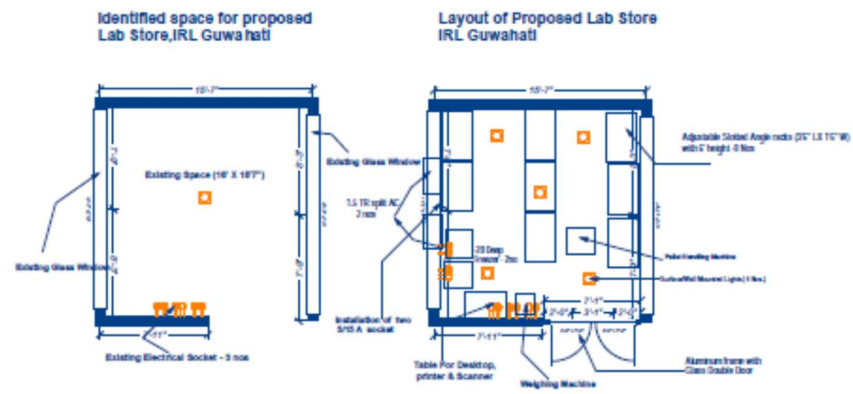
Layout of Proposed Walk in Cold Room(WICR),IRL Ajmer

(Dimension:14'9"(L) X 5'10"(W) X10'(H))

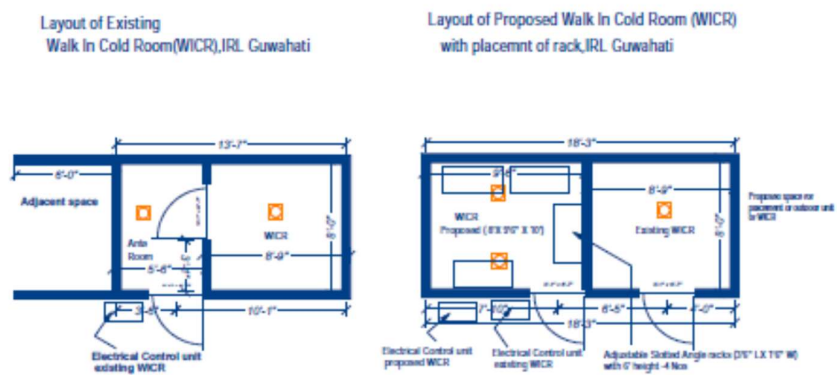


Schedule No. 3: Name of Site: IRL, Guwahati

Annex 1

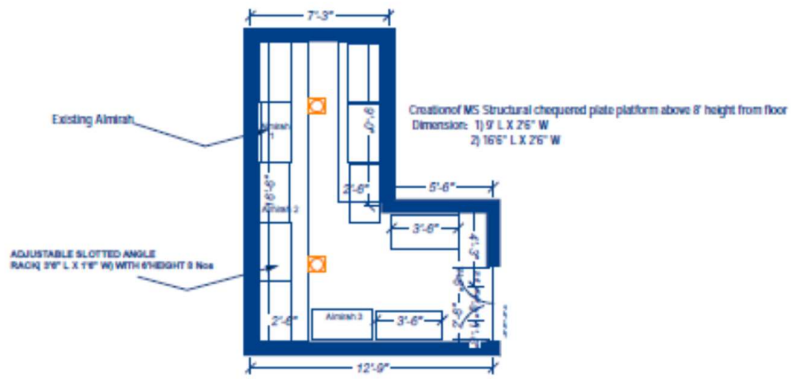


Annex 2



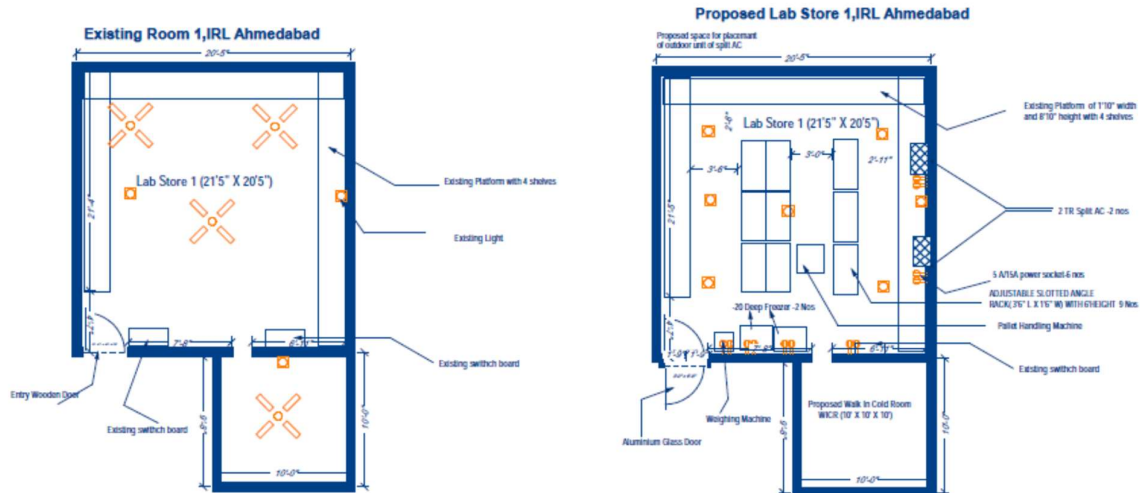
Annex 3

Layout of Existing Lab Store with placement of racks
IRL Guwahati

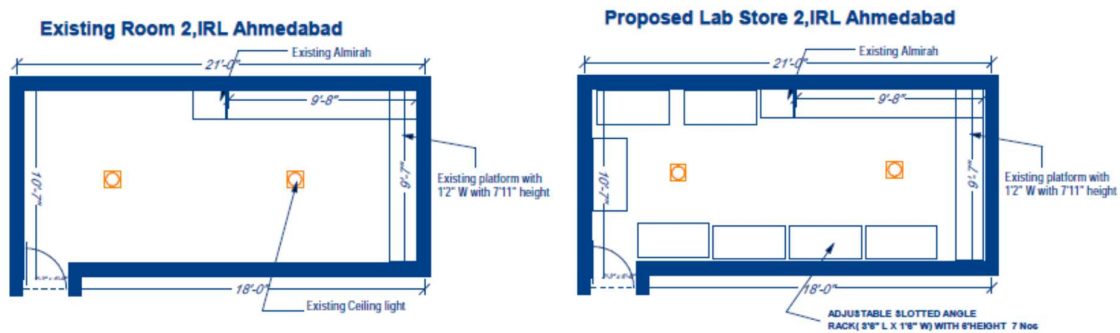


Schedule No. 4: Name of Site: IRL, Ahmedabad

Annex 1

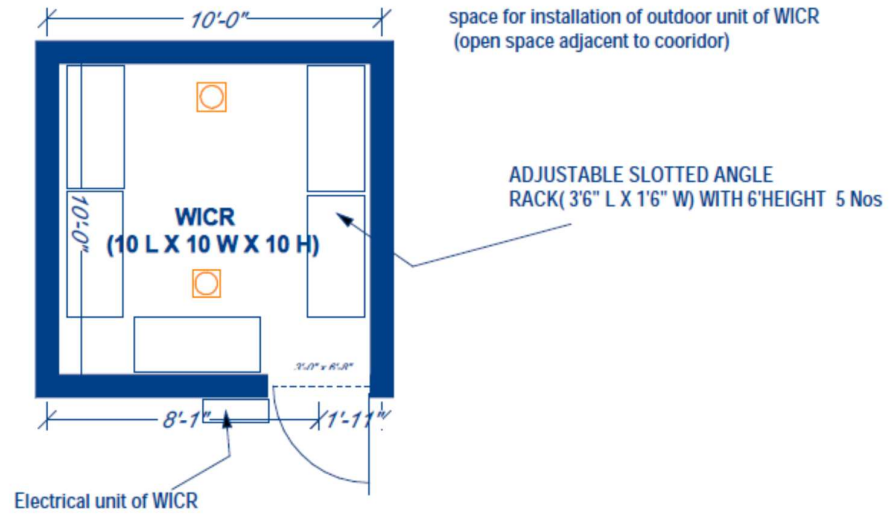


Annex 2



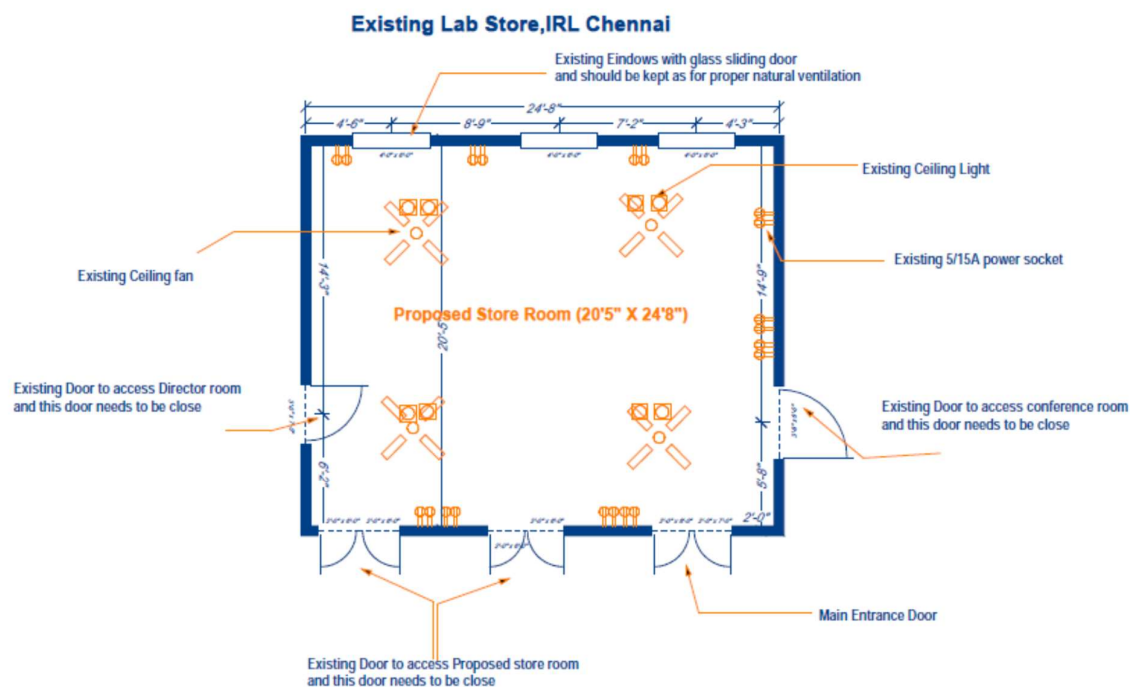
Annex 3

Proposed Walk In Cold Room, IRL Ahmedabad

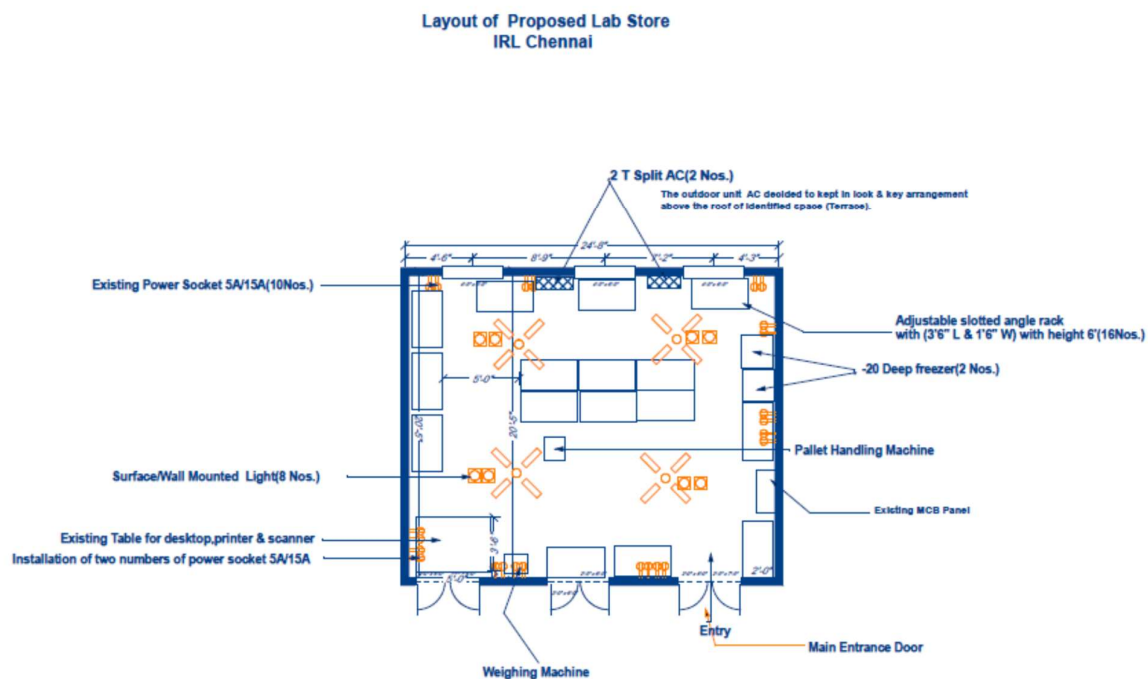


Schedule No. 5: Name of Site: IRL, Chennai

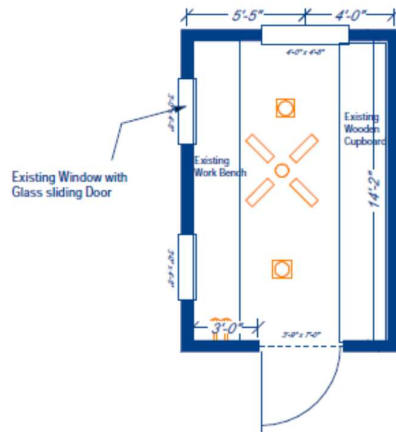
Annex 1



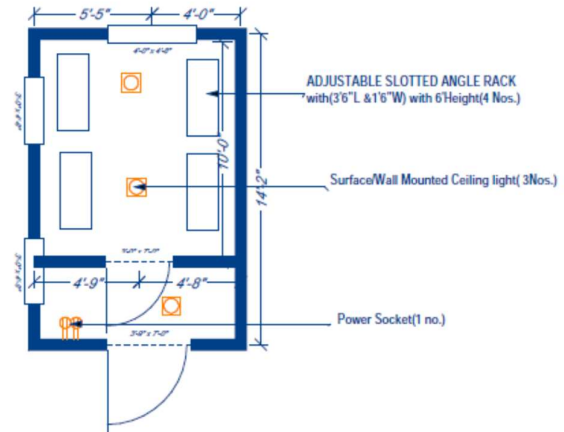
Annex 2



**Existing Layout of Identified space
for Walk In Cold Room**

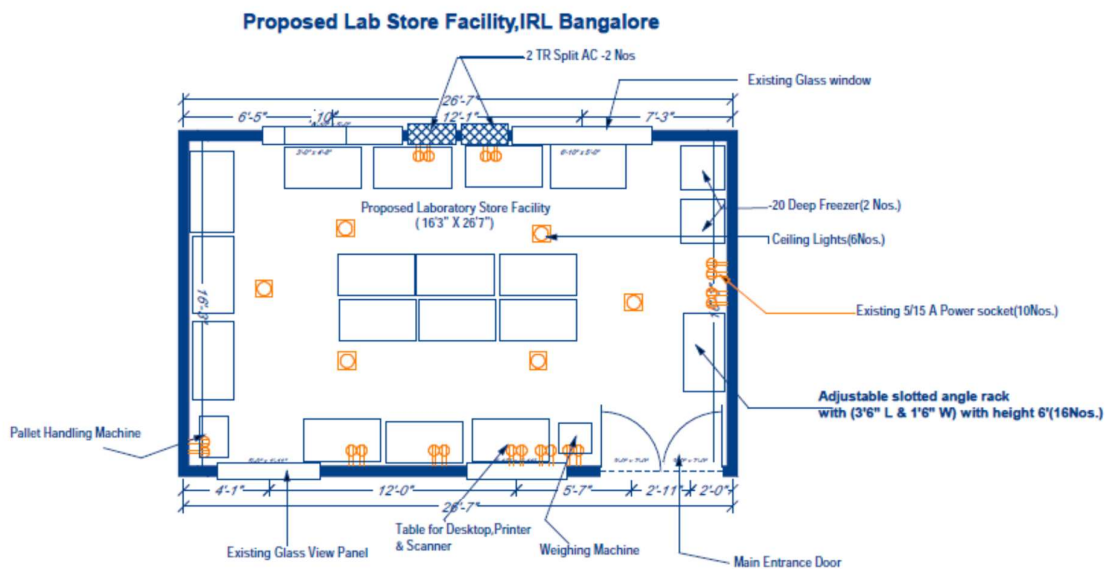


**Layout of Proposed
Walk In Cold Room
(Dimension:10' L X 9'5" W X 10' H)**



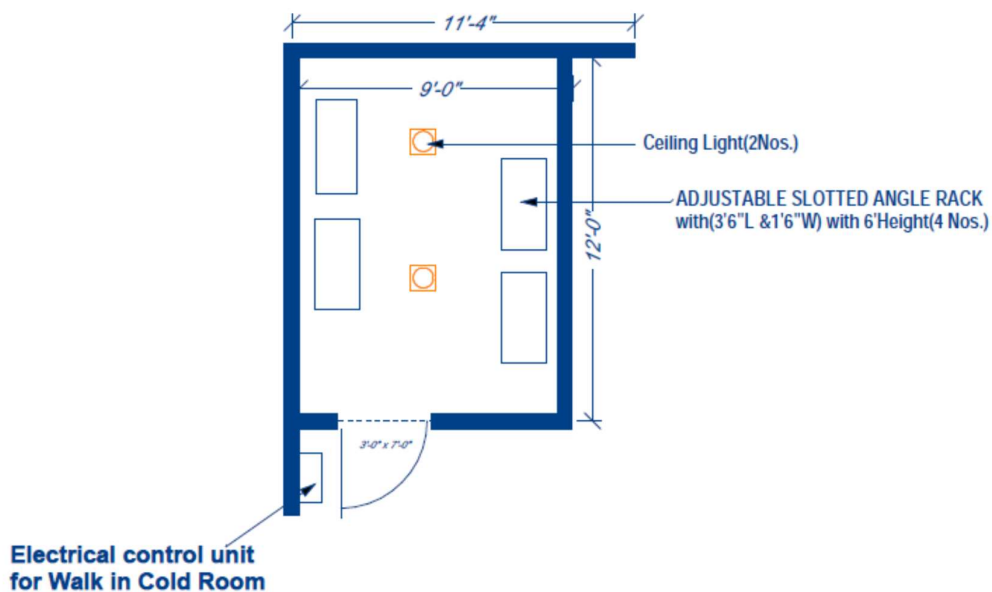
Schedule No. 6: Name of Site: IRL, Bangalore

Annex 1



Annex 2

Layout of Proposed Walk in Cold Room, IRL Bangalore (Dimension: 12' L X 9' W X 10' H)



Section V. Price Bid Form and Price Schedule (to be filled by the bidders for quoting their prices)

FIN I - Price Bid Form

[to be submitted with Price Bid only]

Date: *[insert: **date of bid**]*

[Purchaser specify: 'ITB No.: [number]']
[insert: name of Contract]

To: *[Purchaser insert: Name and address of Purchaser]*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents **for the sum of Rs. _____** *[insert: amount in figures](insert: amount in words)* (hereinafter called '**the Total Bid Price**') or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods, works and services in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 15 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.
Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

FIN II - Price Schedule Form

[to be filled for each Schedule separately]

Schedule No.: _____

Description: Supply, Installation and Commissioning of Walk-in-Cooler, Split ACs, related goods, accessories and associated works towards store upgradation Laboratory at
 _____ [name of site]

1	2	3	4	5	6	7	8	9
Sr. No.	Description of Goods to be supplied (as per Schedule of Requirement) including Bill of Quantity for associated works ¹	Make / Model	Unit	Quantity	Unit Price (exclusive of Sales Tax / VAT / Service Tax)	Rate of applicable Sales Tax / VAT / Service Tax	Amount of applicable Sales Tax / VAT / Service Tax	Total Bid Price (inclusive of applicable Sales Tax / VAT / Service Tax) [(5 x 6) + 8]
1	Walk In Cold Room							
2	Split Ac							
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)							
4	Weighing Machine							
5	Pallet Handling Machine							
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll							
7	Table for Desktop computer, printer & Scanner							

¹ The List of Goods and works mentioned here are indicative and shall be as per requirement given for individual Schedules. The Bidders are required to modify it accordingly

8	Chair							
9	Fire Extinguisher							
10	Associated works(Civil & electrical)							
11	If any other							
					Total Bid Price (Rs.)			_____

Name _____
Place: _____ **Signature of Bidder** _____
Date: _____ **Seal of the Bidder** _____

Section VI. Contract Form

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*insert: Name of Purchaser*], a [*insert: description of type of legal entity*] and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called 'the Purchaser'), and
- (2) [*insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called 'the Supplier').

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [*insert: brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services at a unit rate of [*insert: contract price in words and figures*] (hereinafter called 'the Contract Price') during the period of contract i.e.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Technical Requirements i.e. Technical Specifications and related services
 - (d) The Supplier's bid and original Price Schedules
 - (e) The Schedule of Requirements
 - (f) The Purchaser's Notification of Award
 - (g) [*Add here: any other documents*]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL.NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed:

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

For and on behalf of the Supplier

Signed:

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

CONTRACT AGREEMENT

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

BETWEEN

[*insert: **name of Purchaser***], 'the Purchaser'

and

[*insert: **name of Supplier***], 'the Supplier'

SECTION VII.
BIDDING FORMS

1. Technical Bid Form

[to be submitted with Technical Bid only]

Date: *[insert: **date of bid**]*

[Purchaser specify: 'Bid Ref No.: [number]']

[insert: name of Contract]

To: *[Purchaser insert: Name and address of Purchaser]*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 15 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

2. Bidder Information Form

1. Expertise of Organization:

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

2. Quality Assurance Certification:

International Quality Management System (QMS) including Goods Manufacturing Practices	
List of CE and ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory	

3. Expertise of Staff

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

4. Client Reference List:

Please provide reference such as client details, Commercial bank details, etc.

Name of Company:	Contact person:	Telephone:	E-mail:

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

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

PS: This person must be available during the next one month following receipt of bid

3. Bid Security Bank Guarantee Form

Date: [insert: **date**]
Bid Ref. No.: [insert: **name and number of ITB**]
Contract: [insert: **name and number of Contract**]

To: [insert: **name and address of Purchaser**]

WHEREAS [insert: **name of Bidder**] (hereinafter called 'the Bidder') has submitted its bid dated [insert: **date of bid**] for the performance of the above-named Contract (hereinafter called 'the Bid')

KNOW ALL PERSONS by these present that WE [insert: **name of bank**] of [insert: **address of bank**] (hereinafter called 'the Bank') are bound unto [insert: **name of Purchaser**] (hereinafter called 'the Purchaser') in the sum of: [insert: **amount**], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: **number**] day of [insert: **month**], [insert: **year**].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
 - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: **the date that is 45 days after the period of bid validity**], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

4. **Performance Security Bank Guarantee**

(unconditional)

Date: [*insert: date*]
Bid Ref. No.: [*insert: name or number of Bid*]
[*insert: name or number of*
Contract: **Contract**]

To: [*insert: name and address of Purchas*

Dear Sir or Madam:

We refer to the Contract Agreement ('the Contract') signed on [*insert: date*] between you and [*insert: name of Supplier*] ('the Supplier') concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, 'the Bank') do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank
in the capacity of: [*insert: title or other appropriate designation*] Common Seal of the Bank
Signed: _____
Date: _____

5. Proforma for Performance Statement (for a period of last three years) and Client's certificates

Bid Ref. No. _____ Date of opening _____

Time _____ Hours

Name of the Firm _____

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

Signature and seal of the
Bidder _____

Countersigned by seal of Chartered Accountant _____

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

- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with 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

6. Schedule wise Technical compliance sheet
(to be filled by the bidder)

Sr. No.	Description of Goods to be supplied (as per Schedule of Requirement) including Bill of Quantity for associated works	Quantity	Make/ Model (Kindly attach product literature /Brochure/product data sheet, if any)	Compliance/Deviation/Remarks (if any)
1	Walk In Cold Room			
2	Split Ac			
3	Slotted angle racks with dimension 3'6" (L)x 1'6" (W) x 6'(H)			
4	Weighing Machine			
5	Pallet Handling Machine			
6	Bar-code reader & Printer with 3 no's of compatible bar code label sticker Roll			
7	Table for Desktop computer, printer & Scanner			
8	Chair			
9	Fire Extinguisher			
10	Associated works(Civil & electrical)			

7. Acknowledgement of Receipt of Goods (for 50% Payment)

(This certificate is to be issued to SAMS and copy to Supplier and FIND. All the three copies should be signed in ORIGINAL'.)

CONSIGNEE RECEIPT CERTIFICATE (CRC)

CRC No.

Date

To
Strategic Alliance Management Services Pvt. Ltd,
B01-B03, Vardhman Diamond Plaza,
Community Centre, D. B. Gupta Road,
Pahar Ganj, New Delhi – 110055, INDIA.

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

Project Name	Procurement Services to Foundation for Innovative Diagnostics (FIND) New
Purchaser	Strategic Alliance Management Services Pvt. Ltd, on behalf of FIND
Contract i.e. NOA No. & Date	
Description of Goods Supplied Name of Equipment/ Laboratory Materials: Schedule No. as per Contract: Model: Serial No.:	
Packing and labeling details	
Date of manufacturing	
Date of Expiry	
Quantity supplied in Numbers	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
Consignee full Address Name Address Contact No. Fax No.	

Seal Signature of Designated Consignee

Name :

Designation:

Seal:

Contact No:

Fax No. :

Copy To: (with Original Stamp and signature)

1. To Supplier
2. Procurement Officer, Foundation for Innovative New Diagnostics (FIND), Flat No. 6 & 8 – 14, 9th Floor, Vijaya Bank Building, 17, Barakhamba Road, New Delhi -110001, India

8. FORM OF WORK COMPLETION CERTIFICATE

[ON SAMS LETTERHEAD]

[*insert Date*]

Contractor's Representative

[*Address*]

WORK COMPLETION CERTIFICATE

Dear [*insert*]

[*insert works title*] Construction Contract ("Contract")

[*insert name of the development*]

We refer to Sub-Clause 9.3 of the Contract.

We advise that on [*insert date*] you have completed your obligations under the Contract to a stage ready for the Work Completion Certificate to be issued by the Employer in accordance with the Contract.

By signing this Work Completion Certificate, the Employer acknowledges and accepts that your obligations under the Contract have been completed

This Work Completion Certificate is executed by an official representative duly authorised to bind the Employer.

This Work Completion Certificate does not relieve you from any of the unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law.

Yours sincerely

.....

[*insert*]

Employer's Representative