

# **Foundation for Innovative New Diagnostics (FIND)**

## **Advertised Tender Enquiry (ATI)**

### **BID DOCUMENT FOR Supply of Mobile Vans fitted with TB Diagnostic Equipment and related services**

**Bid Ref. No.: SAMS/FIND/Mobile Van/43/2017**



*(Procurement Agent)*

**STRATEGIC ALLIANCE**

**Management Services Pvt. Ltd.**

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

Phones: 011-43580626/27

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## **Advertised Tender Enquiry (ATI)**

### **BID DOCUMENT**

### **FOR**

## **Supply of Mobile Vans fitted with TB Diagnostic Equipment and related services**

### **Key Information**

<b>Name of the Project</b>	Procurement of Equipment, Goods, Works Services and Reagents for GFATM Project [Foundation for Innovative New Diagnostics (FIND) Contract no. PA/GFATM/001/2013-14]
<b>Source of Funding</b>	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), Geneva, Switzerland
<b>Bid Ref. No.</b>	SAMS/FIND/Mobile Van/43/2017
<b>Duration of Sale of Bid Document</b>	4 <sup>th</sup> August, 2017 to 28 <sup>th</sup> August, 2017
<b>Time and Date for Receipt of Request for Clarifications</b>	By 1700 hours on 9 <sup>th</sup> August, 2017 (All such request must be submitted through mail to <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a> )
<b>Time and Date for Pre-Bid Meeting</b>	1100 hours on 10 <sup>th</sup> August, 2017
<b>Time and Date for Receipt of Bids</b>	1430 hours on 28 <sup>th</sup> August, 2017
<b>Time and Date for Opening of Technical Bids</b>	1500 hours on 28 <sup>th</sup> August, 2017
<b>Place of Pre-Bid Meeting, Bid Submission and Opening of Bids</b>	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 of Mobile Vans fitted with TB Diagnostic Equipment and related services**

**Bid Ref. No. SAMS/FIND/Mobile Van/43/2017**

**Dated: 04/08/2017**

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 of 45 nos. of Mobile Vans fitted with TB Diagnostic equipment and related services**, 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. 3000 from the address mentioned above from 04/08/2017 to 28/08/2017. 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 3000 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 1100 hours on 10/08/2017 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 07/08/2017.
10. Bids must be delivered up to 1430 hours on 28/08/2017 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 not be considered and rejected.

**Sanjay Rastogi, Director, SAMS**

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

## SECTION-I INSTRUCTIONS TO BIDDERS

	<b>A. INTRODUCTION</b>
<b>1. Scope of Bid</b>	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 of <b>45 nos. of Mobile Vans fitted with TB Diagnostic equipment and related services</b> " as given in Schedule of Requirements of the Bid Documents."
<b>2. Availability of Funds</b>	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
<b>3. Code of Integrity and Debarment of Bidder</b>	<p>3.1 Bidders//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"> <li>(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</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> </ul> <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"> <li>a) under the Prevention of Corruption Act, 1988; or</li> <li>b) the Indian Penal 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</li> </ul>
<b>4. Bidders' Eligibility</b>	4.1 The Bidder may be Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956/2013. 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 /State Govt. Health Department/ UN Agencies/World Bank/ GFATM/RITES Ltd./ SAMS 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 literature, drawings, and data and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the Goods;</li> <li>(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>(c) The Goods offered should meet the specified Quality Standards as stated in the Technical Specifications.</li> </ul>
6. Qualifications of the Bidder	<p>16.1 Bidder should provide the evidence that it has capability necessary to perform the contract, as under:</p> <ul style="list-style-type: none"> <li>a) Bidder should have minimum experience of fabricating and supplying Specialized Vehicle with medical equipment viz, Mobile Blood Donation Van/ Mobile Health Unit/ Mobile Dental Unit/ Mobile van fitted with diagnostic equipment, in FRP/ABS during the last five years, as on date of bid submission.</li> <li>b) The average cumulative turn-over of the bidder should be Rs. 15 Crores for the last three completed financial years. Financial Statements and CA's certificate (with registration number) in this regard may be enclosed.</li> <li>c) The Bidder along with consortium, if any, should have infrastructure capacity, Plant and Machinery to fabricate at least 300 similar Mobile Medical Vans fitted with medical equipment per annum. Bidder should provide write-up of Fabrication process, quality inspection process and Manpower to be submitted with the technical bid in support of the same.</li> <li>d) The Bidder's company should be ISO 9001:2008, for fabrication of Specialized Vehicle with medical equipment / Mobile Health units. The copies of valid ISO certificates should be submitted along with technical bid.</li> <li>e) The Bidder should submit copies of Purchase Orders/Work Orders for having fabricated and supplied at least forty (40) similar Mobile Medical Vans during last three years.</li> <li>f) Bidders shall furnish at least three (03) documentary evidences <b>(Client's certificate of satisfactory performance, duly signed and stamped by the end user)</b> in support of the satisfactory operation including timely supply and after sale service of at least forty (40) nos. of similar Specialized Vehicle with medical equipment viz, Mobile Blood Donation Van/ Mobile Health Unit/ Mobile Dental Unit/ Mobile van fitted with diagnostic equipment supplied to different clients by the Bidder during last</li> </ul>

	<p>three years. Purchaser may seek feedback from Clients on satisfactory performance of the Mobile Vans supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be consider for further evaluation.</p> <p>g) Bidder should be in continuous business of manufacturing /Fabricating and supplying the similar Mobile Medical Vans as specified in the 'Technical Specification' in Section-IV, during the last three years, prior to bid opening.</p> <p>h) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture/fabricate and/or supply including timely service and maintenance of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.</p> <p>i) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted for the same).</p> <p>j) Notwithstanding anything stated above, Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.</p>
<b>7 Cost of Bidding</b>	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>B. THE BIDDING DOCUMENTS</b>	
<b>8 Content of Bidding Documents</b>	<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>
<b>9 Clarification of Bidding Documents</b>	<p>9.1 A prospective bidder requiring any clarification regarding Scope of supply of goods, work and services, conditions of contract, etc. given in the Bid Documents may submit written request for clarifications to SAMS by post/email up to 1700 hrs. on 09/08/2017.</p> <p>9.2 All the prospective bidders will be notified of responses to clarifications through website <a href="http://www.samsconsult.com">www.samsconsult.com</a> and emails. Any bidder who has purchased/downloaded the Bid Documents from website should watch for clarifications/addendum/extensions,</p>

	<p>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>
<b>10 Amendment of Bidding Documents</b>	<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>
<b>C. PREPARATION OF BIDS</b>	
<b>11 Documents Constituting the Bid</b>	<p>11.1 The Bid shall comprise two parts submitted simultaneously, one part containing the <b>Technical Bid</b> and the other part containing the <b>Price Bid</b>.</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 a later date and time which will be communicated to all technically qualified bidders. The Price Bids shall be evaluated and the Contract shall be awarded to the Bidder who has been determined to be the lowest evaluated substantially responsive Bidder.</p> <p>11.4 The <b>Technical Bid</b> submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> <li>Duly filled-in Technical Bid Form, in accordance with the forms given in Section VII;</li> <li>Duly filled Bidder's Information Form, in accordance with the forms given in Section VII;</li> <li>Bid Security / EMD in accordance with the provisions of ITB Clause 16 (Bid Security) and as per format given in Section VII;</li> <li>The bidders who are registered with NSIC for the goods to be procured under this bid are exempted from submission of bid security. In such case, bidder should submit copy of valid NSIC registration and documents showing exemption from submission of bid security;</li> <li>Power of attorney / authorization letter authorizing a person of the bidder to sign the bid document and verifying his signature. Copy of resolution of board in favor of the person authorizing the authorized</li> </ol>



	<p>signatory of the bid. Only authorized signatory should sign all the pages of their bid;</p> <p>f) Copy of Certificate of incorporation / registration certificate of the bidder and consortium partner (if any) issued by an appropriate authority;</p> <p>g) Scanned copy of the audited financial statements of accounts (including balance sheet, profit and loss account and auditor's reports) for last three financial years (2013-14, 2014-15 and 2015-16);</p> <p>h) Performance Statement Form as per "format given in Section VII" supported by copies of Purchase Orders / Work Orders / Contracts and Client's certificates (minimum three) in support of qualification requirement given in ITB Para 6 above;</p> <p>i) Copy of GST &amp; Income Tax registration certificates and PAN Card (for bidder and consortium partner, if any);</p> <p>j) 2D/ 3D Technical Drawings for the medical mobile unit with side, back and top view along with major individual components as mentioned in the required technical specification at Section-IV and as below:</p> <p>Drawings should include</p> <ul style="list-style-type: none"> <li>• Procedure cabin &amp; Driver Cabin Layout with location of equipment, fittings, side walls, wall-mounted cabinets/other fittings, switches, consumables, etc suitably depicted should be fixed in the patient and driver cabin at suitable locations</li> <li>• OEM and non-OEM electrical wiring diagram complete with location of various fuses and circuit breakers should be displayed in the vehicle at a suitable location.</li> </ul> <p>k) Technical literature/ certificates/ catalogue / datasheets etc. along with technical compliance sheet mentioning Make/Model of the offered fabrication components establishing that the equipment tendered meet all the technical parameters as laid down under Technical Specifications (Section-IV);</p> <p>l) Bidder should provide write-up of Fabrication process, quality inspection process and Manpower to be submitted with the technical bid in support of the same;</p> <p>m) The Bidder's company should be ISO 9001:2008, for fabrication of Specialized Vehicle with medical equipment / Mobile Health units. The copies of valid ISO certificates should be submitted along with technical bid.</p> <p>n) Details of past experience [in support of qualification requirement given in paras (a) to (i)] including past performance of the Goods offered and on those of similar nature within the past three years, details of current contracts in hand and other commitments (as per form given in Section VII, Bidding Forms- Performance Statement Form) should be submitted.</p> <p>o) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply including timely service and maintenance of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.</p>
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	<p>p) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted for the same).</p> <p>q) Notarized Affidavit that the bidder and consortium partner (if any) is not be debarred / blacklisted by any Central /State Govt. Health Department/ UN Agencies/World Bank/ GFATM/RITES Ltd./ SAMS, as on the date of opening of bid.</p> <p>r) GST &amp; Income Tax registration certificates and copy of PAN Card.</p> <p>11.5 The <b>Financial Bid</b> submitted by the Bidder shall comprise the following:</p> <p>The <b>Price Bid</b> submitted by the Bidder shall comprise the duly filled-in Price Schedule, in accordance with the forms indicated in Section V.</p>
12 <b>Technical Bid Form</b>	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 <b>Bid Prices</b>	<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 for supplying quoted Mobile Vans on 'Door Delivery' basis, as per 'Schedule of Requirement' given at Section-III.</p> <p>13.3 The quoted price for mobile vans should be inclusive of purchase price of vans, transporting to the workshop, temporary registration, procurement of equipment, fabrication/modification of vans and installation of equipment, branding etc. as per scope of works given in technical specification including final registration, insurance and transportation to the final consignee locations.</p> <p>13.4 The Mobile Vans are to be supplied to different consignees across the India. The details of consignees shall be intimated later at the time of award of contract. As such, the transportation cost of vehicles may be taken on average basis and included in the final quoted price.</p> <p>13.5 The final quoted price as per door delivery basis shall include registration of vehicles centrally at Delhi and arranging transportation to the consignee destinations including national permits, as required, comprehensive insurance policy and minimum three maintenance services during the 1<sup>st</sup> year.</p> <p>13.6 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>13.7 GST along with HSN No. should be shown distinctly as percentage along with the price quoted.</p> <p>13.8 The prices quoted by the bidder should be on firm and fixed price basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.</p> <p>13.9 Additionally, the bidder shall provide cost of obtaining <b>Comprehensive Annual Maintenance Contract for five year</b> after the completion of initial comprehensive warranty period for the following equipment:-</p>

	<ul style="list-style-type: none"> <li>a. Vehicle</li> <li>b. Split/ Roof Top AC</li> <li>c. Refrigerator</li> <li>d. Gen Set</li> <li>e. UPS</li> <li>f. Printer</li> <li>g. Other ancillary equipment, if any</li> </ul>
<b>14 Currencies of Bid</b>	14.1 Prices shall be quoted in Indian Rupees only.
<b>15 Period of Validity of Bids</b>	<p>15.1 Bids shall remain valid for the period of <b>120 days</b> 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>
<b>16 Bid Security</b>	<p>16.1 The Bidder shall furnish, as part of its bid, a bid security in fixed amount as specified in Section –III, Schedule of Requirement.</p> <p>16.2 The bid security shall remain valid for a period of <b>45 days</b> beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 15.2.</p> <p>16.3 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"> <li>(a) a crossed demand draft or a pay order drawn in favor of the Purchaser;</li> <li>(b) TDR/FDR pledged in name of the Purchaser;</li> <li>(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 given in Section VII.</li> </ul> <p>16.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.</p> <p>16.5 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.</p> <p>16.6 The bid securities of unsuccessful Bidders will be returned as promptly as possible.</p> <p>16.7 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required Performance Security as per form given in Section VII.</p> <p>16.8 The bid security may be forfeited</p> <ul style="list-style-type: none"> <li>a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 15.2 and 22.2; or</li> <li>b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 27.4; or</li> </ul>

	<p>c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:</p> <ul style="list-style-type: none"> <li>i. sign the Contract, or</li> <li>ii. furnish the required Performance Security, or</li> <li>iii. In case of any false, incorrect or misleading information provided in the bid</li> </ul>
<b>17 Alternative Proposals by Bidders</b>	17.1 Alternative bids shall not be accepted.
<b>18 Format and Signing of Bid</b>	<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>
<b>D. Submission of Bids</b>	
<b>19 Sealing and Marking of Bids</b>	<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) <b>TECHNICAL BID - (ENVELOPE-A)</b> containing all the document listed in ITB para 11.4 above</p> <p style="padding-left: 40px;">B) <b>FINANCIAL BID – (ENVELOPE-B)</b> containing the duly filled-in Price Schedule as mentioned in ITB Para 11.5, 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>
<b>20 Deadline for Submission of Bids</b>	<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>
<b>21 Late submission of Bid Security</b>	-Deleted-
<b>22 Modification and Withdrawal of Bids</b>	<p>22.1 The bids can't be withdrawn or altered after due date and time for submission of bids.</p> <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>
<b>E. OPENING AND EVALUATION OF BIDS</b>	

<b>23 Bid Opening</b>	<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>
<b>24 Clarification of Bids</b>	<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>
<b>25 Confidentiality</b>	<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>
<b>26 Examination of Technical Bids and Determination of Responsiveness</b>	<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>26.2 The Purchaser will examine the technical bids to determine whether they are complete, whether required bid securities have been</p>

	<p>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 infirmity, non-conformity, 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"> <li>- Bid Validity</li> <li>- Bid Security</li> <li>- Validity of Bid Security</li> <li>- Performance Security</li> <li>- Delivery Terms</li> <li>- Payment terms (GCC Clause 16)</li> <li>- Force Majeure (GCC Clause 24);</li> <li>- Limitation of liability (GCC Clause 28)</li> <li>- Applicable Law (GCC Clause 30);</li> <li>- Taxes and Duties (GCC Clause 32);</li> </ul> <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>
<b>27 Correction of Non-conformities, Errors, and Omissions</b>	<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>

	<p>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.</p> <p>b) If there is a discrepancy between subtotals and the total price, the total price shall be corrected.</p> <p>c) If there is a discrepancy between words and figures, the amount in words will prevail.</p> <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><b>28 Evaluation and Comparison of Bids</b></p>	<p><b><u>Preliminary Evaluation of Bids</u></b></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><b><u>Examination of Terms and Conditions; Technical Evaluation</u></b></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><b><u>Evaluation of Price Bids</u></b></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 <b>inclusive of GST and other charges.</b></p> <p>28.9 Additionally, the bidder shall provide cost of obtaining <b>five year Comprehensive Annual Maintenance Contract (year wise cost</b></p>

	<p><b>should be provided)</b> after the completion of initial comprehensive warranty period on all equipment. The same cost shall be considered for price evaluation purpose. The ranking shall be arrived after considering total cost of modified/ fabricated mobile van with related services along with cost of CAMC for five years for the following equipment:-</p> <ol style="list-style-type: none"> <li>Split/ Roof Top AC</li> <li>Refrigerator</li> <li>Gen Set</li> <li>UPS</li> <li>Printer</li> <li>Other ancillary equipment, if any</li> </ol> <p>28.10 The contract shall be awarded only to the bidder who are substantially responsive and offered lowest cost.</p> <p>28.11 Bidder who do not quote for entire requirement will be treated as non-responsive.</p> <p>28.12 Deviations in the delivery schedule and Payment schedule are not permitted.</p> <p>28.13 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.</p>
<b>F. AWARD OF CONTRACT</b>	
<b>29 Post qualification</b>	<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>
<b>30 Award Criteria</b>	<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>
<b>31 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</b>	<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>



<b>32 Purchaser's right to vary quantities during currency of contract</b>	32.1 The purchaser reserves the right to increase or decrease the quantity of goods by <b>25%</b> during the contract period.
<b>33 Notification of Award</b>	<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>
<b>34 Publication of Bid result</b>	34.1 The name and address of Successful bidder(s) will be declared and published appropriately.
<b>35 Signing of Contract</b>	<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>
<b>36 Performance Security</b>	<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>
<b>37 Purchase preference</b>	<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 &amp; 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</p>

	<p>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 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.</p>
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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 Basic Custom Duty, and GST 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 1 year initial 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 at the fabrication stage/ on completion of fabrication to confirm their conformity to the Contract specifications

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

a) **Stage/ final inspection of a Prototype Mobile Van** will be carried out by FIND/ SAMS at your premises 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 and visits for inspection and testing and acceptance of the Prototype and issuing clearance for taking up fabrication of the remaining Mobile Vans.

The inspection of the Prototype of the Mobile Van is required to be carried out and Prototype accepted before starting the fabrication of the remaining Mobile Vans. The fabrication of remaining Vans shall not be taken up unless satisfactory inspection and acceptance of prototype unit and clearance for going ahead is released for fabrication of remaining Vans.

b) The related travelling costs of the inspection of Prototype 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.

c) All necessary tools/ tackles and support required for carrying out inspection at the manufacturer's/ fabricator site should be provided by the supplier, at their own cost.

d) For such inspection, the supplier shall give advance intimation of readiness of the prototype mobile van to the purchaser's inspector at least 5-7 days.

e) The Supplier may have an independent quality test conducted for equipment ready for dispatch. The cost of such tests will be borne by the Supplier.

f) The purchaser/ his representative shall also carry out pre-dispatch inspection of all the Vans ready to be registered and delivered to the consignees. The supplier shall only initiate the delivery of vans, once clearance/Go Ahead is given by the purchaser.

- g) 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 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 dispatch 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 Mobile Vans, 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., 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 Vehicle Comprehensive Insurance documents.
  - v. Four copies of Certificate of Registration (RC) of the Vehicle.
  - vi. One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items fabricated/ supplied along with Van
  - vii. Four copies of Certificate of Inspection furnished to Supplier by the SAMS/FIND/nominated inspection agency

- viii. 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 Consignees at least 7 days in advance before the dispatch of Vans, the expected date of arrival of the Vans. The Supplier should provide the Consignee one set of the following documents while handing over the Van:

1. Copy of NOA/ PO
2. Copy of Invoice
3. Original Certificate of Registration (RC) of the Vehicle
4. Original policy of the Vehicle Comprehensive Insurance documents
5. Original Pollution under Control (PUC) Certificate for the quarter.
6. Manufacturer's or Supplier's Warranty certificate covering all items supplied along with Van.

**12. Insurance**

12.1 The supplier shall make arrangements for insuring the Vans against loss or damage incidental to manufacture/fabrication 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.
- iii) 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.
- iv) **The insurance cover of Vans shall be obtained by the Supplier in the name of Central TB Division (CTD), Ministry of Health & Family Welfare, Govt. of India and not in the name of the Purchaser or its Consignee.**
- v) CBNAAT machine procured by FIND will also be included in the insurance coverage as provided by bidder

**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 of all the Vehicles and equipment fabricated/ installed in the mobile medical shall initially remain valid **for the period of one (01) year**, after the mobile medical van has been delivered as 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 major goods during the warranty period, the warranty for the rectified/replaced major 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

### **15.6 Additional Comprehensive Warranty Clause applicable to Contract**

- (a) During the warranty of equipment, free comprehensive maintenance and repairs services including preventive maintenance, 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 site.
- (c) 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. This guaranteed uptime shall be calculated for each block of 365 days. 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) Details of medical mobile unit (van and equipment) 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 under this contract shall be as follows:-

- a) **20% of the contract value as advance upon submission of Advance payment Bank Guarantee for equal amount valid for four months from the date of award of contract.**
- b) **10% of contract value upon approval of submitted 2D/3D technical drawing of medical mobile van interiors (including the electrical circuit drawings as detailed in Section IV)**
- c) **20% of the contract value upon completion of one prototype Mobile Van as per the technical specifications and acceptance by FIND/SAMS .**
- d) **40% of the contract value upon completion of works of all Mobile vans as per scope of Technical Specifications**
- e) **Remaining 10% of the contract value upon registration of Vans with Road Tax Authorities, Insurance and delivering to the consignees post submission of required supporting documents as per GCC clause no. 11A. Payment will be upon submission of Consignee Receipt Certificates (CRC), duly signed and stamped by each consignee, as per format given in Section-VII.**

16.2 **The payment to the supplier shall be made on pro-rata basis.**

## **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, GST and any other local taxes (if any) 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. Bidder has to inform purchaser of assignment and sub contracting related to the project in detail.

**21. Delays in the Bidder's Performance**

**21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:**

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.

- (a) Forfeiture of its Performance Security and / or
- (b) Imposition of liquidated damages and/or
- (c) Termination of the contract for default.

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.

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.

## **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 anything 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.
<b>28. Limitation of Liability</b>	<b>of</b>	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.
<b>29. Governing Language</b>		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.
<b>30. Applicable Law</b>		30.1	The Contract shall be interpreted in accordance with the laws of Union of India.
<b>31. Notices</b>		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: -  The Purchaser's addresses for notice purposes is:  <b>Director</b> <b>Strategic Alliance Management Services Pvt. Ltd.</b> <b>B01 – B03, Vardhman Diamond Plaza,</b> <b>Community Centre, D. B. Gupta Road,</b> <b>Paharganj, New Delhi 110055, INDIA</b>  The Supplier's address for notice purposes is as mentioned in the NOA/contract.
		31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	<b>and</b>	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.
<b>33. Jurisdiction</b>		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:

Brief Scope of Works and List of Sites	Quantity (Nos.)	Bid Security in INR
<b>Supply of Mobile Vans fitted with TB Diagnostic Equipment and related services</b> inclusive of purchase of Vans, transporting to the workshop, temporary registration, procurement of equipment, fabrication/modification of vans and installation of equipment, branding etc. as per scope of works given in the Technical Specification (Section-IV) including final registration, insurance and transportation to the final consignee locations. <b>[Technical Specification of goods and Layouts for works given in Section IV]</b>	<b>45</b>	20,00,000/-

#### B. Consignee Addresses (complete address of each site, name of concerned person and contact details shall be provided with the detailed Contract)

Tentative Consignee Distribution List for Mobile Medical Vans: Minimum one (01) Van/ State of India with multiple vans (more than 1) assigned to larger States (this is only for transportation cost estimation purpose).

#### C. Project Completion Schedule- 1

1. The completed 45 nos. of Mobile Vans fitted with TB Diagnostic Equipment and related services including final registration, insurance and transportation to the final consignee locations should be done within **Seventy five (75) days** from the date of notification of award.
2. The fabrication of prototype Van shall start within seven (07) days and completed with thirty (30) days from the date of notification of award.

SECTION IV. TECHNICAL SPECIFICATIONS  
OF  
MOBILE VANS FITTED WITH TB DIAGNOSTIC  
EQUIPMENT AND RELATED SERVICES  
AND  
LAYOUTS OF VAN

## SECTION IV: Technical Specifications of Mobile Vans fitted with TB Diagnostic Equipment and related services

### Section-A- Scope of Project

- **Procurement of 45 mobile vans** as per “Specification of vehicle” given in the Section B of Technical Specification.
- **Custom fabrication of each van** including procurement & fitting of equipment/fittings detailed in “Specifications of equipment & interior fabrication/fittings” given in the Section C of Technical Specification.
- **Registration of vehicles:** The vehicles are required to be registered with the Road Tax Authority, in the category of ‘Mobile medical unit’ centrally in New Delhi in the name “Central TB Division, Ministry of Health & Family Welfare, Govt. of India”, with National permit to allow for operations in all states/ UTs of India
- **Warranty & Comprehensive Annual Maintenance Contract:** all vehicles fitted with equipment are to be provided by Bidder with **Warranty & Comprehensive Annual Maintenance Contract (CAMC)** for a period of one (01) year with pan-India service coverage. Following points may also be noted:
  - (a) **For the vehicle:** The bidder must provide one (01) year comprehensive warranty plus **“comprehensive service agreement”** , required for a period of 1 year to cover all maintenance services including tyres, spare parts etc. Total three Services (PM) shall be required during a year with repairs , as and when required.
  - (b) **For all equipment procured and fitted in the Van by the bidder:** warranty must also cover comprehensive maintenance of all parts of equipment.
  - (c) During the warranty period, bidder shall maintain 95% uptime of the equipment & vehicle calculated on annual basis. Time for scheduled maintenance shall be excluded for computation of uptime warranty
- Additionally, the bidder shall **provide cost of Comprehensive Annual Maintenance Contract for five years (year wise)** after the completion of initial comprehensive warranty period of one year on all equipment & vehicles provided by supplier
- **Comprehensive Insurance of vehicle along with equipment (including CBNAAT machine)** for the 1<sup>st</sup> year shall be provided by the bidder.

## **SECTION-B- SPECIFICATION OF VEHICLE**

<b>Main features</b>	<b>Specifications of Van/unit</b>
<b>Dimensions &amp; materials</b>	<ul style="list-style-type: none"><li>• <b>Overall Dimensions of Van-</b> (L X W X H): 6500 ± 500mm x 2100 ± 200 mm X 2600 ± 300 mm</li><li>• The van should have a <b>wheelbase</b> of 3500 ± 300mm</li><li>• Number of tyres should be 4 to 6 +1 (spare)</li><li>• The body framework should be made of formed or extruded aluminum.</li><li>• The outer walls comprise of painted aluminum sheet, and the interior walls comprise of aluminum sheet covered with a vinyl coating or a laminated plastic.</li><li>• The subfloor may be made of plywood or may use an open-cored plastic honey-comb laminated to aluminum sheet.</li></ul>
<b>Engine</b>	<ul style="list-style-type: none"><li>• Engine should be BS-IV compliant (Compliant to latest pollution norms)</li><li>• Vehicle should have power steering</li></ul>
<b>Fuel Tank</b>	Diesel
<b>Brakes, safety, suspension</b>	<ul style="list-style-type: none"><li>• Safety: Anti-lock Braking System (ABS) and Electronic Brake Force distribution (EBD)</li><li>• Suspension: Front (Independent/leaf spring) and Rear: Leaf spring</li></ul>
<b>Maintenance</b>	<ul style="list-style-type: none"><li>• Pan-India servicing facility should be available</li></ul>

## **SECTION C: SPECIFICATIONS OF EQUIPMENT & INTERIOR FABRICATION/FITTINGS**

<b>Specifications/unit</b>	
<b><u>Sl. No.</u></b>	<b><u>I- Specification of Equipment</u></b>
<b>1</b>	<b>Printer (Quantity-1 no.)</b> <ul style="list-style-type: none"> <li>• Black/white (A4 normal)-Up to 8 ppm</li> <li>• Duty Cycle (monthly, A4) -Up to 2000 pages</li> <li>• Recommended monthly page volume: 500 – 1000</li> <li>• Laser Print Technology, Connectivity-USB2.0 , 2 MB RAM</li> <li>• Compatible Operating System-Windows 10 (64 bit/32bit) , Windows vista and Windows XP</li> </ul>
<b>2</b>	<b>Online UPS (Quantity-1 no.)</b> <ul style="list-style-type: none"> <li>• Min. 2 KVA with external battery, charged while engine running, kept under workbench),</li> <li>• UPS should be microprocessor controlled, online continuous transducer</li> <li>• Backup of 2 hours</li> <li>• Booster function to regulate up voltage breakdown to 170 V.</li> <li>• Buck function to regulate down voltage increase up to 280 V.</li> <li>• Protection against overload and short circuit.</li> <li>• Indicators for status (e.g. normal function, net down, working on battery, loading battery, battery capacity).</li> <li>• Sleep mode if item consuming power is shut off.</li> <li>• Power: 230 V <math>\pm</math> 25%, 50 Hz or 60 Hz (<math>\pm</math> 10%) with automatic recognition.</li> <li>• Battery: maintenance-free, automatic shut-off before reaching the level of discharge from which recharging to the original capacity will no longer be possible.</li> <li>• Outlet voltage: 230 V <math>\pm</math> 3%, 50 or 60 Hz <math>\pm</math> 0.5%</li> <li>• Efficiency coefficient: approximately 98%, on battery &gt;85%.</li> <li>• Noise at 1 m distance &lt;48 dBA.</li> <li>• <b>Supply voltage:</b> 230 <math>\pm</math> 10 V, AC, 50/60 Hz.</li> <li>• The line cord / Power cord supplied with the equipment shall be of acceptable durability, length, and current carrying capacity complying with Indian Standards.</li> <li>• Accessories -Battery pack, Connection (cable and fittings) for battery pack, stand</li> </ul>
<b>3</b>	<b>Air Conditioner (Quantity-1 no.)</b> <ul style="list-style-type: none"> <li>• Roof-mounted split AC of 1 ton capacity,</li> <li>• AC to run on 230 <math>\pm</math> 10 V, AC, 50/60 Hz supply.. The line cord / Power cord supplied with the equipment shall be of acceptable durability, length, and current carrying capacity complying with Indian Standards.</li> <li>• Standard Make</li> <li>• Services for the AC offered should be available on pan-India basis</li> </ul>
<b>4</b>	<b>Refrigerator (Quantity-1 no.)</b> <ul style="list-style-type: none"> <li>• 2-8 deg. C, 140 litres</li> <li>• fixed to the floor to avoid sliding or dislocation of equipment when the van is running</li> <li>• Vertical (floor standing), frost free, CFC free, single door.</li> <li>• House hold refrigerator.</li> <li>• Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines.</li> </ul>

	<ul style="list-style-type: none"> <li>Supply voltage: 230 ± 10 V, AC, 50/60 Hz. The line cord / Power cord supplied with the equipment shall be of acceptable durability, length, and current carrying capacity complying with Indian Standards.</li> <li>Refrigerator is to be operated through direct power supply wherever available or on Gen Set when vehicle is stationary. During running condition of Van, Refrigerators are to be run on vehicle engine power.</li> <li>The refrigerator should be supplied and connected via inverter/converter of appropriate specifications, to be used during travel of the van</li> </ul>
5	<b>CBNAAT machine with Laptop- This machine with Laptop shall be procured and provided by the Purchaser to the selected Bidder for proper fixing/strapping in the Van.</b>
6	<b>All equipment must be securely fastened as per the details in Section-II at Sl. No. 3 (Interior fitting requirements)</b>
7	<p><b>Noiseless portable Generator set (5 kVa)- (Quantity-1 no.)</b> -running on petrol and conforming to Central pollution board norms</p> <ul style="list-style-type: none"> <li>Equipment to power include: internal lighting, equipment (CBNAAT), laptop, printer, AC unit, Refrigerator, UPS etc.</li> <li>The gen set is to be fitted towards back of vehicle with a rail, collapsible legs &amp; a sliding window that allows sliding out when van is stagnant- collapsible legs support the gen-set in this position</li> <li>Manufacturer/ authorized dealer to have pan-India servicing facility.</li> <li>Provision for a 20 L petrol canister to be secured outside the vehicle</li> </ul>
II	<b><u>Technical Specifications for Fabrication/ Interiors of Van</u></b>
1	<ul style="list-style-type: none"> <li>Retractable/ pull out awning from side of vehicle of dimensions 3962± 609 mm x 1219 ± 305 mm</li> <li>The <b>interior paneling</b> of the Lab compartment including sidewalls, 60partition between procedure cabin and driver cabin, roof, door panels and all other surfaces in the compartment should be made from long life superior quality material such as PUF panel/ non-halogenated Flame Retardant Polymer of grade C-1196 HF. <ul style="list-style-type: none"> <li>The interior material should have the following characteristics: Thickness - minimum 3.0 mm, inbuilt colour (gel coat white/cream)</li> <li>Fire retardant as per IS - 6746 of 1988 or latest equivalent as applicable. No painting shall be allowed</li> </ul> </li> <li>The <b>insulating material</b> should be non-toxic, non-settling type, vermin proof, mildew proof and non-hygroscopic. Heavy Duty thermal insulation to provide better temperature control.</li> <li>Sufficient reinforcement for holding the wall/floor mounted equipment securely while in transit should be present on the side walls.</li> <li>1 sliding window to be provided for ventilation</li> <li>Door will be sliding type on the side of van</li> </ul> <p>The van interiors should be suitable for easy cleaning, scientific fumigation &amp; treatment with disinfectants. Joints should be flushed, seamless, hermetically sealed, waterproof &amp; easy to disinfect. All interior materials shall comply with the fire safety requirements.</p>
2	<p><b>Power Supply</b></p> <ul style="list-style-type: none"> <li>All equipment/AC should be powered by gen-set when stationary OR external line available at location to the Genset. Additionally, refrigerator to be connected to Van engine through UPS for backup power</li> </ul>

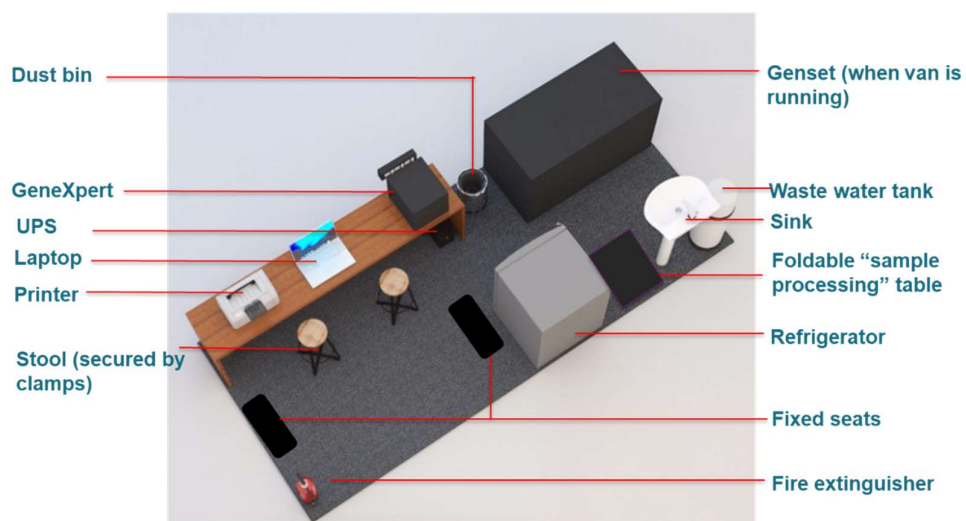
3	<p><b><u>Interior fitting requirements</u></b></p> <ul style="list-style-type: none"> <li>• A <b>working table</b> with sufficient storage having edge to edge cladding of stain less steel 304 grade should be provided with following dimensions: <ul style="list-style-type: none"> <li>– 5 ft x 1.5 ft x 2ft (l x w x h)</li> </ul> </li> <li>• One wall mounted cabinets of the following dimensions <ul style="list-style-type: none"> <li>– 8 ft x 1 ft x 1ft (l x w x h)</li> <li>– Manually foldable “sample processing” table next to the sink: 1.5 to 2 ft x 1.5 ft x 2 ft (lx w x h)</li> <li>– Cabinets should be lockable. These should be made from fire proof material in sync with the interiors.</li> </ul> </li> <li>• A stainless-steel wash Basin of size 60 X 45 X 25 cm<sup>1</sup> (l x w x h) with minimum of 20 litre fresh water tank(wall mounted) capacity to be foot operated should have water tap positioned so that by washing hands water should not fall outside of the pot, provision for liquid hand wash carrier to be fixed near wash basin. <ul style="list-style-type: none"> <li>– Wash basin and drain water tank (20 l) hose connection joints to be fixed firmly with clamp and sealant to prevent water overflow into the patient compartment.</li> <li>– Water disposal<sup>1</sup>: A 5 cm diameter galvanized Iron pipe to be fixed under the sink to dispose the water. All the liquid coming out shall be connected to a single drain with back flow prevention, having disinfectant portion in the holding tank close to the outlet. The drains shall be equipped with “p traps”. Penetrations made in walls and floors must be properly sealed. Another pipe with a 5 cm diameter and 10 m length extension (of plastic) to drain away the water in a safe area.</li> </ul> </li> <li>• <b>CBNAAT machine &amp; printer to be secured</b> on a fixed fabricated base (<i>as per manufacturer recommendation</i>) and further tied up with Velcro strap. The idea is for the base to absorb the shock of a moving van and to prevent vibration and movement of machine during transport  <i>-This is critical for the smooth running of the operations</i></li> <li>• <b>UPS and other ancillary equipment</b> to also be securely fastened through bolts on a base plate to prevent movement while the van is mobile</li> <li>• 2 pcs of height-adjustable stainless-steel <b>stools</b> for sitting, securely fastened through bolts on a base plate to avoid sliding or dislocation of equipment when the van is running</li> <li>• 2 fixed seats for secure travel of personnel (during van movement)</li> <li>• 3 portable fans (wall-mounted of appropriate size should be installed)- 1 in driver’s cabin and 2 in procedure area.</li> <li>• All required tools for repairing of any fabrication should be provided in the van.</li> </ul>
4	<p><b><u>Lighting &amp; electrical</u></b></p> <ul style="list-style-type: none"> <li>• <b>Lighting: At least one spot lamp</b> in sample processing area</li> <li>• <b>Public addressing system:</b> A public Addressing System shall be provided <ul style="list-style-type: none"> <li>– Input voltage is 13.2 V DC</li> <li>– Base: Aluminium domes</li> <li>– Speaker grill: Stainless steel, speaker: 2 pc 50 Watts Unit Horn</li> <li>– Speaker concealed under the speaker grill, fully water proof</li> <li>– Should have selector switch for Radio/Wail/Yelp/Hi Lo of 100 Watts</li> </ul> </li> <li>• <b>Electrical System:</b> <ul style="list-style-type: none"> <li>– There shall be 2 independent forward electrical circuits in the Van</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>– 5 numbers of 230 V marked receptacles (each with a switch and a socket with combination of 5/15 AMPS) and one receptacles for 12V DC, of reputed make meeting IS1293 standards. 3 phase supply for gen-set</li> <li>– The sockets shall be made up of an industrial grade thermo-set electrical insulation material and resist heat and fire. The sockets shall have tubular contacts to ensure larger area of contact with the pin.</li> <li>– The ring springs around the tubular contacts shall ensure uniform pressure and a firm unwavering multipoint contact. Socket shall have integrated shutters to prevent accidental contacts with live parts. The mountings shall be sturdy enough to handle wire / plug pressure and vibrations during transit.</li> <li>– There should be short-circuit as well as overload protection through fuses / Mini-Circuit Breaking (MCB) for different segmented electrical installations and the fuse rating should be mentioned on each fuse as well as three numbers of each fuse should be housed in the fuse box covered or at appropriate place.</li> <li>– The electrical equipment and material indicated for connection to a wiring system rated 220 volts nominal 2 wire with ground shall incorporate a minimum 15 ampere circuit breaker which can be used as a master AC disconnect switch.</li> <li>• <b>Interior Procedure Compartment Illumination:</b> There should be diffused flicker free automotive grade (12V, minimum 4000 deg Kelvin) lighting (LED) in the patient compartment (3 in number)</li> <li>• All interior lighting should be fixed to avoid movement during vehicle movement or vibration.</li> <li>• <b>The electrical fixtures</b> should be flush mounted and should not protrude more than 50 mm. All switches, indicators, and controls shall be located and installed in a manner that facilitates easy removal and servicing. All exterior housings of lamps, switches, electronic devices, connectors, and fixtures shall be corrosion resistant and weatherproofed. The AC wiring shall be with standard wire. <ul style="list-style-type: none"> <li>– All switches, connectors, end-wiring should be rated to carry out minimum 125% of their maximum ampere load. All wiring should conform to IS-12645 specification.</li> <li>– The wiring shall be permanently colour coded or marked the entire length of the wire for identification with easily read numbers and letters, or both, and routed in conduit. When cables are supplied by a component manufacturer to interconnect system components these cables need not be continuously colour coded / identified.</li> <li>– They shall be coded/ identified at the termination or interconnection points. All added wiring should be located in accessible enclosed protected locations and kept at least 15 cm (6") away from exhaust system components.</li> </ul> </li> </ul>
<b>5</b>	<b>Flooring</b> <ul style="list-style-type: none"> <li>• The floor (except the wheel humps) should be flat, anti-static &amp; should be finished with minimum 1.5 mm thick Anti-skid PVC matting.</li> </ul>
<b>6</b>	<b>Safety &amp; waste management</b> <ul style="list-style-type: none"> <li>• <b>Two fire extinguishers</b>-Two number of multipurpose fire extinguishers of ABC Type (ISI marked &amp; conforming to BIS: 15683-2006 duly filled, of capacity and quantity as per the provisions of Central Motor Vehicle Rules 1989 should be provided and it should be wall mounted.</li> <li>• Fresh water <b>storage tank- wall mounted</b> (<i>as in section 4</i>)</li> </ul>



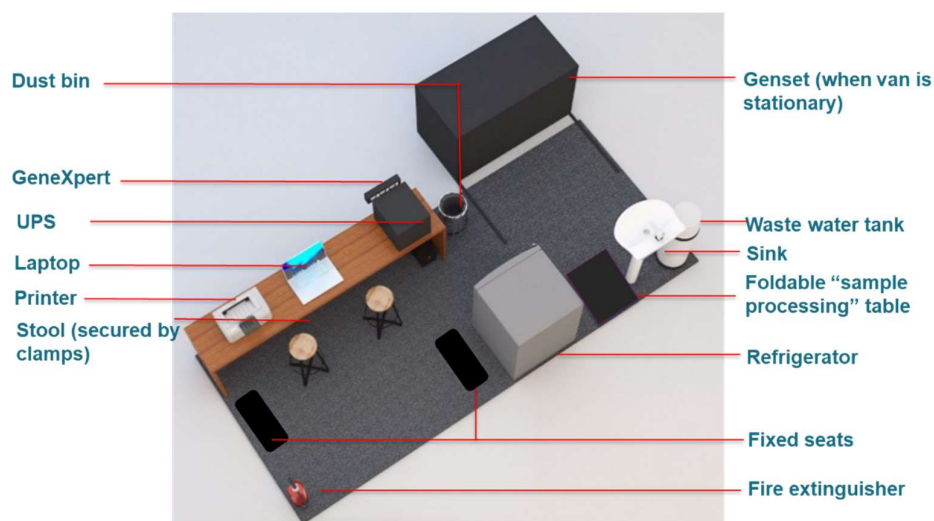
	<ul style="list-style-type: none"> <li>Waste water storage tank (<i>as in section 4</i>)</li> <li><b>Biomedical waste disposal area-</b> Concealed portable dust bins for waste disposal should be provided at suitable locations.</li> <li><b>GPS Tracker</b></li> </ul>
<b>7</b>	<b>Driver's cabin</b> with provision for external charging to be used for charging mobile, laptop in case of emergency
<b>8</b>	<b>Warranty details</b> <ul style="list-style-type: none"> <li>Period of warranty for Vehicle, Gen set, Refrigerator, UPS, Printer &amp; AC – 1 year</li> <li>AMC/CMC cost to be provided in financial bid for Vehicle, Gen set, Refrigerator, UPS, Printer &amp; AC (after expiry of warranty)- 5 year (year wise)</li> </ul>
<b>9</b>	<b>Other requirements: Emblems, Marking &amp; Colour Scheme: As per Revised National Tuberculosis Control Programme (RNTCP- to be provided to awarded bidder)</b>  All external marking should be retro- reflective in nature and materials used for the same should meet or exceed requirements of ASTM D 4956, <ul style="list-style-type: none"> <li>Standard Specification for Retro-reflective sheeting</li> <li>Biohazard markings/labels as per standard</li> </ul>
<b>10</b>	<b>Operating Manual</b> <ul style="list-style-type: none"> <li>Comprehensive User Manual/s written in English with detailed parts description, operating instructions, service contact numbers, etc. for the Base Vehicle, Compartment, equipment fittings, etc shall be provided. These should be printed on high quality paper and housed in water-resistant pouches. <ul style="list-style-type: none"> <li>Laminated sheets, clearly showing the Procedure cabin &amp; Driver Cabin Layout with location of equipment, fittings, switches, consumables, etc suitably depicted should be fixed in the patient and driver cabin at suitable locations.</li> <li>Laminated sheet showing the OEM and non-OEM electrical wiring diagram complete with location of various fuses and circuit breakers should be displayed in the vehicle at a suitable location.</li> </ul> </li> </ul>

## Schematic Indicative Drawing of required Mobile Vans fitted with TB Diagnostic Equipment



**Figure 1: Aerial view of recommended layout with genset in "mobile" mode**

*Note: Side walls and wall-mounted cabinets/other fittings are not shown in current diagram*



**Figure 2: Aerial view of recommended layout with genset in "stationary" mode**

*Note: Side walls and wall-mounted cabinets/other fittings are not shown in current diagram*

**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

### A. Description: Cost of Supply of Mobile Vans fitted with TB Diagnostic Equipment

1	2	3	4	5	6	7
Sr. No.	Description of Goods/ Services to be supplied (as per Schedule of Requirement)	Unit	Qty	Unit Price (exclusive of GST)	Unit Rate and Amount of applicable GST with HSN no.	Total Bid Price (inclusive of applicable GST) [4* (5+ 6)]
1	Mobile Vans fitted with TB Diagnostic Equipment*	No.	45			
				Total Bid Price (Rs.)		_____

\*1. The quoted price for mobile vans should be inclusive of purchase price of vans, transporting to the workshop, temporary registration, procurement of equipment, fabrication/modification of vans and installation of equipment, branding etc. as per scope of works given in technical specifications at Section-IV, including final registration, insurance and transportation to the final consignee locations.

2. The Mobile Vans are to be supplied to different consignees across the India. The details of consignees shall be intimated later at the time of award of contract. As such, the transportation cost of vehicles may be taken on average basis and included in the final quoted price.

3. The final quoted price as per door delivery basis shall include registration of vehicles centrally at Delhi and arranging transportation to the consignee destinations including national permits, as required, comprehensive insurance policy and minimum three maintenance services for medical mobile unit during the 1<sup>st</sup> year.

### A. Unit Cost of Comprehensive Annual Maintenance Contract five years (year wise) for Vehicle along with Equipment, after end of initial one year warranty

1	2	Unit CAMC Cost excluding GST				
Sr. No.	Description of Goods/ Services to be supplied (as per Technical Specification)	Year 1	Year 2	Year 3	Year 4	Year 5
1	Mobile Vans fitted with TB Diagnostic Equipment					
2	Refrigerator					
3	AC					
4	UPS					
5	Gen Set					
6	Printer					
7	Ancillary equipment, if any					

Place: \_\_\_\_\_ Signature of Bidder \_\_\_\_\_

Authorised Signatory Name \_\_\_\_\_

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 ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control Systems	

### **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.

<b>Name of Company:</b>	<b>Contact person:</b>	<b>Telephone:</b>	<b>E-mail:</b>

### **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/ Contact Details*)	Order No. and Date	Description and quantity of ordered goods (Model / Make)	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of similar Goods satisfactory**
				As per contract	Actual		
1	2	3	4	5	6	7	8

\* Contact details of Clients referred are mandatory

\*\*Satisfactory Clients Certificates from referred clients should also be submitted

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. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

## 6. Technical compliance sheet

*(to be filled by the bidder)*

Sr. No.	Description of Goods to be supplied (as per technical specifications in Section IV)	Qty (Nos.)	Make/ Model, as applicable (Kindly attach product literature /Brochure/product data sheet, if any)	Compliance/Deviation/Remarks (if any)

## **7. Acknowledgement of Receipt of Goods**

*(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	Mobile Van fitted with following Equipment:- 1. CBNATT Machine with Laptop- 1 no. 2. Refrigerator+ ancillary equipment- 1 no. 3. Split AC-1 no. 4. Gen Set with canister- 1 no. 5. UPS- 1 no. 6. Printer- 1 no. 7. Stools- 2 nos. 8. Fixed seats-2 nos. 9. Fire Extinguisher- 2 nos. 10. Dustbin- 1 no. 11. Washbasin with two Water Tanks 12. Fan- 3 nos.	
Other associated document to receive and verify	3. Original Certificate of Registration (RC) of the Vehicle 4. Original policy of the Vehicle Comprehensive Insurance documents 5. Original Pollution under Control (PUC) Certificate for the quarter. 6. Manufacturer's or Supplier's Warranty certificate covering all items supplied along with Van.	
Quantity to be specified		
Packing and labeling details		
Date of manufacturing		
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. SAMS
2. Procurement Officer, Foundation for Innovative New Diagnostics (FIND), Flat No. 6 & 8 – 14, 9<sup>th</sup> Floor, Vijaya Bank Building, 17, Barakhamba Road, New Delhi -110001, India
3. Supplier