


UNOPS 	UNOPS CASE NO:	UNOPS-HAR-IPO-01-2009
	DATE ISSUED:	16-10-2009

INTERNATIONAL COMPETITIVE BIDDING
INVITATION TO BID
FOR THE SUPPLY OF MEDICAL EQUIPMENTS
FOR
HOSPITALS OF THE GOVT. OF HARYANA

UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) 11 Golf Links, New-Delhi-110 003 India	UNOPS CASE. NO:	UNOPS-HAR-IPO-01-2009
	DATE ISSUED:	16-10-2009
	PROCUREMENT SERVICES FOR THE STATE HEALTH SOCIETY, NRHM - HARYANA	
	FOR FURTHER INFORMATION, PLEASE CONTACT (NOT FOR BIDS): E-MAIL: procurementinoc@unops.org	
	BID RECEIPT DEADLINE BIDS MUST BE RECEIVED NO LATER THAN: 1400 Hrs on 6th November 2009 , Indian Standard Time (IST) (see wvp.greenwichmeantime.com)	
BID OPENING BIDS WILL BE OPENED ON 6th November 2009 at 1415 Hrs, IST BID OPENING REPORT WILL BE AVAILABLE UPON WRITTEN REQUEST		
E-mail: procurementinoc@unops.org Fax: +91-11-43508527 Tel: +91-11-30417400 Website: www.unops.org	PRE-BID MEETING A pre-bid meeting will be held with prospective/interested Bidders on 27th October 2009 at 1130 Hrs (IST) in the Conference Room of UNOPS at 11 Golf Links, New Delhi-110 003	

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

A complete set of Bid Documents in English may be purchased by interested Bidders on the submission of a written application to the **UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)**, 11 Golf Links, New-Delhi - 110 003, India, and upon payment of a nonrefundable fee of INR 5,000 or equivalent in USD from 1000 hrs. of 16th October 2009 till 1200 hrs of 6th November 2009. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi. The Bid Documents can also be viewed at the website <http://www.unops.org/english/whatweneed/Pages/currentbusinessopportunities.aspx>. Cost towards the Bid Documents downloaded, shall be deposited at the time of bid submission in the form as indicated above. The Bidders, who have downloaded the Bid Documents, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

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

Please acknowledge receipt of this ITB by returning the **attached form** (page 2), as far in advance of the bid opening date as possible, to fax no. +91 11 4350 8527 or to email address: procurementinoc@unops.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the attached form in order to enable UNOPS to improve its effectiveness in future invitations.

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

Murtada Sesay Date 16.10.2009
Officer In Charge, India Procurement Office



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***PLEASE COMPLETE THIS PAGE AND RETURN IT
PRIOR TO BID OPENING***

To: Director, India Procurement Office Date:

From: _____ Fax: +91 11 4350 8527


Subject: Invitation to bid, UNOPS case no.: UNOPS-HAR-IPO-01-2009 - MEDICAL EQUIPMENTS FOR HOSPITALS

- YES, we intend to submit an offer.
 OR
 NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:
- The requested products are not within our range of supply
 - We are unable to submit a competitive offer for the requested products at the moment
 - The requested products are not available at the moment
 - We cannot meet the requested specifications
 - We cannot offer the requested type of packing
 - We can only offer FCA prices
 - There are too many consignee addresses
 - The information provided for quotation purposes is insufficient
 - Your invitation to bid is too complicated
 - Insufficient time is allowed to prepare a quotation
 - We cannot meet the delivery requirements
 - We cannot adhere to your terms and conditions (please specify: payment terms, request for performance bond, etc.)
 - We do not export
 - Our production capacity is currently full
 - We are closed during the holiday season
 - We had to give priority to other clients' requests
 - We do not sell directly but through distributors
 - We have no after-sales service available
 - The person handling the bids is away from the office
 - Others (please specify)
 - We would like to receive future invitations to bid for this type of goods
 - We don't want to receive future invitations to bid for this type of goods.

If you have any question about this NO BID, please contact Mr./Ms. _____, Phone no.: _____, who will be able to assist you.

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Bid Submission Form

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for days from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Clause 55 of General Instructions And Guidelines To Bidders and GCC & SCC Clause 12 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the World Bank/UN/ GOI or, under the Purchaser's country laws or official regulations.
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*



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Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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


- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

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

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

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BID

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):

TOTAL FIRM PRICE FOR Schedule 1	
TOTAL FIRM PRICE FOR Schedule 2	
TOTAL FIRM PRICE FOR Schedule 3	
TOTAL FIRM PRICE FOR Schedule 4	
TOTAL FIRM PRICE FOR Schedule 5	
TOTAL FIRM PRICE FOR Schedule 6	
TOTAL FIRM PRICE FOR Schedule 7	
TOTAL FIRM PRICE FOR Schedule 8	
TOTAL FIRM PRICE FOR Schedule 9	
TOTAL FIRM PRICE FOR Schedule 10	
TOTAL FIRM PRICE FOR Schedule 11	
TOTAL FIRM PRICE FOR Schedule 12	

REQUESTED BID VALIDITY PERIOD FROM DATE OF BID OPENING: 90 Days


Price schedule (For Goods manufactured outside the Purchaser's country)

SCH. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (c)	CURRENCY:			
			UNIT PRICE DDU FINAL DESTINATION (d)	DUTIES AND TAXES to be paid on import (e)	UNIT PRICE DDP* FINAL DESTINATION (f) = (d) + (e)	TOTAL PRICE DDP* FINAL DESTINATION (g) = (f) x (c)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

*DDP Price final destination shall include all the cost incidental to delivery at final destination including all duties & taxes to be paid for import of Goods

Price schedule (For Goods manufactured within the Purchaser's country)

SCH. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (c)	CURRENCY:				Total price (h)= (c) x (g)
			Unit price			Total unit price (g) = (d) + (e)+(f)	
			EXW price inclusive of Excise duty (d)	Price for transportation to final destination (e)	Other price incidental to delivery at final destination (f)		
1							
2							
3							
4							
5							
6							
7							

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8							
9							
10							
11							
12							

Price -Related Services and CMC				
SCH. (a)	Description of Services like installation, training, CMC* etc (b)	Total Price without Taxes	Taxes on related services	Total Price including Service Tax
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

*CMC prices shall be quoted for each year separately

The following informations shall be provided by the Bidder

1. BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT

____% of total firm price for each calendar day less than thirty (30) days

2. BIDDER'S DISCOUNT FOR COMBINED SCHEDULES:

3. ANY DEVIATION FROM THE REQUIRED DELIVERY SCHEDULE:

4. ANY DEVIATION FROM THE PAYMENT SCHEDULE AS MENTIONED IN SCC (Special Conditions for Goods)

5. ANY OTHER ELEMENT AFFECTING THE BID PRICE:


BIDDER'S DELIVERY DATA

COUNTRY OF ORIGIN OF OFFERED PRODUCTS (REF. INSTRUCTIONS AND GUIDELINES TO BIDDERS 2.10):

Schedule 1	
Schedule 2	
Schedule 3	
Schedule 4	
Schedule 5	
Schedule 6	
Schedule 7	
Schedule 8	
Schedule 9	
Schedule 10	
Schedule 11	
Schedule 12	

FCA POINT(S) OF SHIPMENT FOR OFFERED PRODUCTS:

Schedule 1	
Schedule 2	
Schedule 3	
Schedule 4	
Schedule 5	
Schedule 6	
Schedule 7	
Schedule 8	
Schedule 9	

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	Schedule 10	
	Schedule 11	
	Schedule 12	

DELIVERY TIME (FROM DATE OF ORDER):	Schedule 1		
	Schedule 2		
	Schedule 3		
	Schedule 4		
	Schedule 5		
	Schedule 6		
	Schedule 7		
	Schedule 8		
	Schedule 9		
	Schedule 10		
	Schedule 11		
	Schedule 12		
SHIPMENT DIMENSIONS OF OFFERED PRODUCTS (INCLUDING PACKAGE):		GROSS WEIGHT	TOTAL VOLUME
	Schedule 1		
	Schedule 2		
	Schedule 3		
	Schedule 4		
	Schedule 5		
	Schedule 6		
	Schedule 7		
	Schedule 8		
	Schedule 9		
	Schedule 10		
	Schedule 11		
	Schedule 12		
	TOTAL		

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS **WITHIN THE BID VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME.


<p><i>Exact name and address of company</i></p> <p>COMPANY NAME _____</p> <p>ADDRESS _____</p> <p>PHONE NO. _____</p> <p>FAX NO. _____</p> <p>E-MAIL ADDRESS _____</p>	<p>AUTHORIZED SIGNATURE _____ DATE _____</p> <p>NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT) _____</p> <p>FUNCTIONAL TITLE OF SIGNATORY _____</p>
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The Bid Form, page 4 & 5, as well as the Bid, pages 6 to 8 (needs to be completed by Bidder) together with all the Annexures MUST be duly completed and submitted by the Bidder.

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

SECTION I


INSTRUCTIONS AND GUIDELINES TO BIDDERS

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INSTRUCTIONS AND GUIDELINES TO BIDDERS

(Bidders are cautioned to read these instructions carefully, as there may be special requirements)

1. INVITATION TO BID	
1. Scope of Bid	The Purchaser issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section III-Schedule of Requirements.
2. Source of Funds	UNOPS is providing procurement services for the programmes/services funded by the Government of Haryana from the domestic budget.
3. Acknowledgment	Interested Bidders are requested to inform UNOPS in writing via telex, cable, letter, telefax or electronic mail of their interest in participation or non-participation.
4. Eligibility	Firms which have been suspended/debarred/blacklisted by the United Nations Procurement System are not eligible to bid.
5. Clarification of Bidding Documents	<p>5.1 From the date of issue of this ITB until instructed otherwise, all written or oral communications by the Bidder with UNOPS or any party connected with this procurement activity must be directed exclusively to the procurementinoc@unops.org. Any information regarding the interpretation of this ITB must be requested in writing and should be received by UNOPS at least thirty six (36) hours prior to the Bid Receipt Deadline. This includes, but is not limited to, requests for information pertaining to general, local and site conditions at any location where the goods are to be delivered or used and which may affect their performance or price. Any such information may be furnished to all prospective Bidders, as an amendment or otherwise, at the discretion of UNOPS.</p> <p>5.2 Oral explanations or instructions provided by UNOPS shall not be binding on UNOPS except to the extent confirmed in writing by the UNOPS officer who issued this ITB.</p>
6. Amendment of Bidding Documents	At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser and who have attended the pre-bid meeting. These will also be posted on UNOPS website
2. PREPARATION OF BID – TECHNICAL AND PROCEDURAL ASPECTS	
7. General	The Bidder shall furnish all information required by this ITB. The Bidder or the Bidder's authorized agent shall sign the Bid as indicated in the Offer section of this ITB. Each continuation sheet or attachment shall bear the Bidder's name and any erasures or other changes must be initialled by the person signing the Bid.
8. Language of Bid	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English.
9. Delivery	The Bidder shall give a firm delivery date. Actual delivery of the goods and performance of any related services shall be made by the Bidder, in accordance with the terms of any resulting Purchase Order as may be issued by UNOPS. Liquidated damages for late delivery may be applied (see clause 16 of the UNOPS General Conditions).

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10. Incoterms	The International Chamber of Commerce INCOTERMS 2000 shall apply for this ITB and any resulting Bid.
11. Start-up & Commissioning	When necessary, the Bidder shall include in the Bid a complete, detailed plan for the start-up and commissioning of the equipment at the project site(s).
12. Service Facilities	When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the products.
13. Training	When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to UNOPS in the price schedule for related services. Unless otherwise agreed, such training as well as training material should be provided in the language commonly used in the country where the equipment is to be used.
14. Spare Parts Availability	Wherever applicable, the Bidder shall certify the availability of spare parts for a period of at least 5 years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by UNOPS.
15. Deviations from Specifications	Deviations from the specifications may be considered only if deemed to be in the best interests of UNOPS.
16. Products from Developing Countries	Bidders are encouraged to offer products from Developing Countries.
17. Country of Origin	<p>17.1 Country of Origin (ref. DELIVERY DATA) is required for UNOPS statistical purposes and is defined as follows:</p> <p>(a) The country where the goods were mined, grown or produced.</p> <p>(b) Goods are produced when, through manufacturing, processing or substantial assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components and when, as a result of the completion of such production activities, the ex. Factory sales value of the product has increased by more than 25%.</p> <p>17.2 If there is uncertainty about a specific product's origin, the Bidder shall, in good faith, use its best judgement in designating the Country of Origin.</p>
18. Errors and Omissions	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify UNOPS accordingly.
19. Material, Labour and Facilities	No material, labour or facilities will be furnished by UNOPS or its clients unless specified in the ITB.
20. Documents Comprising the Bid	<p>The Bid shall comprise the following:</p> <p>(a) Bid Submission Form and the Price Schedule,</p> <p>(b) Bid Security as mentioned in clause 28,</p> <p>(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (Power of Attorney),</p> <p>(d) Documentary evidence that the Goods and Related Services conform to the Bidding Documents,</p>

	<p>(e) Documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted as required under Clause 28 Bidder's qualification,</p> <p>(f) Manufacturer's Authorization Form, if a Bidder does not manufacture or produce the Goods, it offers to supply to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country. The format is provided as Form 2 in Section VI - Sample Forms,</p> <p>(g) In case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;</p> <p>(h) Documentary evidence that the Goods conform to the technical specifications and standards as provided in Section II. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> <p>The technical specifications as provided in Section II are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree</p> <p>(i) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts.</p> <p>(j) Special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of 5 years following commencement of the use of the goods by the Purchaser.</p>
3. PREPARATION OF BID – FINANCIAL ASPECTS	
21. Bid Submission Form and Price Schedules	The Bidder shall submit the Bid Submission Form using the form furnished in this Bid Document. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, as applicable.
22. Bid Validity	<p>22.1 Bid must remain open for acceptance for at least 90 days from the Bid Opening Date, unless otherwise indicated in the Bid Submission Form.</p> <p>22.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the</p>

	<p>period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its Bid Security for the period of the extension</p>
23. Alternative Bids	<p>Alternative bids will not be accepted. In the event of a Bidder submitting more than one bid:</p> <ul style="list-style-type: none"> - All bids marked alternative bids will be rejected and only the basic bid will be evaluated - All bids will be rejected if no indication is provided as to which bids are alternative bids
24. Incidental Services	<p>The supplier will required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods. This shall be carried out at the time of Installation and commission of Equipment. (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods along with each equipment. (d) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, startup, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation of Equipment. (e) The Bidder shall examine the existing site where the equipment is to be installed, in consultation with consignee concerned. (f) Comprehensive Warranty (Including Annual Maintenance & Spares)- As mentioned in Section-II : Technical Specifications.
25. Bid Prices and Discounts	<p>25.1 The price to be quoted in the Price Schedule attached to Bid Submission Form shall be the total price of the bid, excluding any discounts offered. Bidder's Discount for Accelerated Payment shall be indicated separately in the Price Schedule in the space provided.</p> <p>25.2 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Form.</p> <p>25.3 The Price of the Goods shall be quoted as per incoterms mentioned in the Price schedule.</p> <p>25.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.</p> <p>25.5 The Bidder shall indicate on the Price Schedule the unit price and total bid price of the Goods offered separately in the Schedule it proposes to supply under the Contract. However, Bidders shall quote for the complete requirements of goods and services specified under each Schedule on a single responsibility basis, failing which such bids will not be taken in to</p>

	<p>account for evaluation and will not be considered for award.</p> <p>25.6 The Bidders must provide all the information that has a bearing on the Bid price only in the prices schedule as attached with the bid form. Any such information on bid prices indicated elsewhere in the bid submitted will not be taken into account.</p>
26. Duties and taxes	The responsibility of the Customs Clearance lies on the supplier. Bidder must provide the breakup of the Duties, Taxes and other levies in the prescribed column of the Price Schedule.
27. Currencies of Bid	<p>Bidders offering goods originating from India (the purchaser's country) must quote in Indian Rupees. Subsequent contracts shall be issued in Indian Rupees.</p> <p>Bidders offering imported goods may quote in any convertible currency. However, at time of contract issuance the bid price will be converted into USD at the United Nations Exchange rate of the month of contract issuance. Subsequent contracts will be issued in USD.</p> <p>Regardless of the currency of the bid, payments shall always be made in the currency of the contract.</p>
28. Documents Establishing the Eligibility of the Bidder	<p>The Bidder should submit documentary evidence on its qualifications to perform the Contract if its bid is accepted as detailed below:</p> <p style="text-align: center;">A) Manufacturer Bidders</p> <p>(a) The Bidder is incorporated in the country of manufacture of the goods;</p> <p>(b) Financial Capability The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):</p> <p>The Bidders should have generated an annual turnover of minimum of 5 times the total quoted value of the schedule in any one of the last five years to qualify for that schedule. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule.</p> <p>(c) Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):</p> <p>(i) The Bidder must have manufactured and supplied satisfactorily specific equipment specified in each schedule of the Schedule of Requirements of to the extent of at least 100% of the quantity indicated against each schedule under "Section – III, Schedule of Requirements" in any one of the last three years and should be in use satisfactorily with no adverse report for at least two years preceding the date of bid opening.</p> <p>(ii) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.</p>

- (iii) Further, Bidder should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 2 (two) years prior to bid opening..
- (iv) The Bidder/ manufacturer should indicate the installations in India
- (v) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (vi) Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested Performa given in Section VI). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above
- (vii) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.
- (viii) The Bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- (ix) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc.
- (x) That it has valid ISO-9001 or any other applicable ISO standard.

B) Non- Manufacturer Bidders

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

- (i) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section VI] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and
- (ii) The Bidder, as authorized by the manufacturers, has supplied and provided after sales service to the extent of at least 10% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last three (3) years, which must be in satisfactory operation.
- (iii) The Bidder should have annual sales turnover of minimum


of equivalent to 20% of that indicated in (A) (b) above. To qualify for multiple schedules the turnover requirement shall be the sum of requirements against individual schedule. The Bidder will also submit the reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

(C) For both (A) and (B) above


Additional Qualification requirements:

- (i) The past performance of the Bidder (related to performance of a contract) shall be considered while deciding the award of contract.
- (ii) The Bidder shall also disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years. Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls, forfeiture of performance security on the grounds of malpractices during the execution of contract etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid
- (iii) The Bidder shall provide an undertaking that
 - (a) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
 - (b) The firm employs a government servant, who has not been dismissed or removed on account of corruption.
- (iv) The Bidder's details as per form provided in Section VI- form 1/1
- (v) Details of Persons that UNOPS may contact for requests for clarification during bid evaluation in the format mentioned in Section VI- form 1/2
- (vi) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Banks from outside India the details of the correspondent Bank in India in the format mentioned in Section VI- form 1/2


	<p><u>NOTE:</u></p> <p>(a) Bidders must provide in their evidence that they meet each of the above qualification Failure to provide such evidence <u>may result in the disqualification</u> of Bidder's bid.</p> <p>(b) An agent submitting a bid in its own name will be treated as a non-manufacturer Bidder.</p> <p>(c) Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.</p> <p>(d) Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.</p> <p>(e) The Bidders are advised to complete the Checklist given in Annexure I and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.</p>
<p>29. Bid Security</p>	<p>29.1 Bidders shall submit, together with their bid, a Bid Security acceptable to UNOPS, in the form of either an unconditional and irrevocable Bank Guarantee, or a Certified Check / Cashier Check drawn upon the bank's own funds. If the Bid Security is submitted in the form of a Certified Check / Cashier Check, it <u>must be</u> accompanied by a signed bank statement provided on bank letterhead indicating that the attached check is irrevocable during the required validity period. The Bank Guarantee shall be in the format provided in Section VI.</p> <p>29.2 Failure to submit the Bid Security in the required form will lead to disqualification of your offer.</p> <p>29.3 The Bid Security shall be issued by an internationally recognized bank; i.e. a bank that is certified by the central bank to operate as commercial bank in the country. The Bid Security shall be submitted in original and in favor of UNOPS (Reference: UNOPS-HAR-IPO-01-2009). The Bid Security shall be minimum 3% of the quoted value of the schedule and shall be in Indian rupees or in US Dollars.</p> <p>29.4 The Bid Security shall remain valid for a period of 28 days beyond the validity period of the bid including the extended period of bid validity, if any. As soon as a contract has been awarded or in case of cancellation, UNOPS shall return the Bid Security to all unsuccessful Bidders. The successful Bidder will be requested to submit a Performance Security. As soon as the Performance Security is received and accepted, the Bid Security will be returned to the successful Bidder.</p> <p>29.5 UNOPS reserves the right to reject the Bid Security should the mentioned conditions be deemed unfulfilled.</p> <p>29.6 The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at</p>

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	<p>the time of bidding, the Bid Security shall be in the names of all future partners.</p> <p>Please provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the Bid Security.</p>
30. Format and Signing of Bid	<p>30.1 The Bidder shall prepare one original of the documents comprising the bid and clearly mark it "ORIGINAL." In addition, the Bidder shall submit one copy of the bid and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>30.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>30.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
4. SUBMISSION OF BIDS	
31. Submission, Sealing and marking of Bids	<p>31.1 The Bid shall be submitted in a sealed envelope bearing the name and address of the Bidder. The envelope shall contain one original of the Bid and one original of any descriptive literature and supporting documentation.</p> <p>31.2 Bidders may always submit their bids by mail or by hand.</p> <p>31.3 Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>31.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
32. Modification to and Withdrawal of Bid	<p>Prior to the Bid Receipt Date, Bids may be modified. Modifications to Bids are to be submitted in the same manner as described above in clause 30. At any time prior to the Bid Opening Date, Bids may be withdrawn by written notice, or in person, by the Bidder, or the Bidder's duly authorized representative.</p>
33. Address for submission	<p>Your Bid should be addressed to :</p> <p>UNITED NATIONS OFFICE FOR PROJECT SERVICES 11 Golf Links, New Delhi-110 003, India</p> <p>[Attn.: Director, India Procurement Office]</p> <p>Bid Receipt Deadline: TILL 14.00 Hrs, November 6, 2009 (IST) Bid Opening: 14.15 Hrs, November 6, 2009 (IST) UNOPS Case No.: UNOPS-HAR-IPO-01-2009 NOT TO BE OPENED BY REGISTRY</p>
34. Late Bids	<p>Bids and modifications to Bids received after the Bid Receipt Date will not be considered.</p>
35. Confidentiality of Bid	<p>If the Bidder wishes to restrict disclosure and/or use of the data included in a Bid for any purpose other than evaluation, a statement to that effect must</p>

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	be included in the Bid. However, no such restrictions shall apply if the Bidder is issued a Purchase Order.
36. Samples	Samples of items, when required, must be provided within the time specified and unless otherwise specified by UNOPS, at no expense to UNOPS. If not destroyed by testing, samples can be returned at Bidder's request and expense, unless otherwise specified. Failure to provide samples as required may result in disqualification of the bid
37. Remuneration for Preparation of Bid	No remuneration will be made to Bidders for the preparation and submission of Bids.
38. Bid Opening	The Purchaser shall conduct the bid opening in public in the presence of Bidder's representative who choose to attend.
5. EVALUATION OF BIDS	
39. Confidentiality during Evaluation	<p>39.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p> <p>39.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>39.3 Notwithstanding Sub-Clause 39.2 above, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
40. Clarification of Bids	To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
41. Conversion to Single Currency	For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into INR. The source of exchange rate would be the UN operational rate of exchange on the date of bid opening
42. Responsiveness of Bids	<p>42.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>42.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bid.

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	<p>42.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>43. Nonconformity, Errors, and Omissions</p>	<p>43.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p> <p>43.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>43.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>43.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected</p>
<p>44. Preliminary examination of Bids</p>	<p>44.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Clause 19 have been provided, and to determine the completeness of each document submitted.</p> <p>44.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> (a) Bid Submission Form, in accordance with Clause 21; (b) Price Schedules, in accordance with Clause 21 (c) Bid Security, in accordance with Clause 29.
<p>45. Examination of Terms and Conditions; Technical Evaluation</p>	<p>45.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>45.2 The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified technical specification of the Bidding Documents have been met without any material deviation or reservation.</p> <p>45.3 If, after the examination of the terms and conditions and the technical</p>

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	evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.
46. Evaluation of Bids	<p>46.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>46.2 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.</p> <p>46.3 If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantial responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.</p>
47. Comparison of Bids	<p>47.1 To evaluate a bid the Purchaser shall consider the following-</p> <ul style="list-style-type: none"> (a) Price adjustment for correction of arithmetic errors in accordance with clause 43.3 (b) Price adjustment due to discounts offered in accordance with clause 25.2 (c) Price Adjustment due to late delivery offered at the rate equivalent to rate of LD as mentioned in the GCC. (d) The Net Present Value (NPV) of the CMC price quoted by the Bidder for each year shall be added to the bid price at a discount factor of 10% per annum, for evaluation purpose. (e) Cost of spares if quoted separately will be added to the bid price for evaluation purpose. <p>47.2 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.</p>
48. Postqualification of the Bidder	<p>48.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.</p> <p>48.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 28.</p> <p>48.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
49. Domestic Preference	Domestic preference will not be a factor in bid evaluation
50. Purchaser's right to Accept	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to

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any bid and to reject any or all bids	contract award, without thereby incurring any liability to Bidders.
6. ISSUANCE OF UNOPS PURCHASE ORDER	
51. Purchase Order	<p>51.1A Purchase Order may be issued to the qualified and responsive Bidder submitting the lowest Bid, due consideration given to the general principles of UNOPS procurement activities, provided that when the interests of UNOPS so require, any or all Bids may be rejected.</p> <p>51.2 UNOPS reserves the further right to accept all, or part of any Bid and waive any non-material defect in any Bid received.</p> <p>51.3 Any Purchase Order issued as a result of this ITB shall be governed by UNOPS General Conditions effective on the date the Purchase Order is issued. Such a resultant purchase order will be accepted by the Seller signing and returning an acknowledgement copy of the order OR by the Seller's timely delivery of the specified goods, accordingly resulting in the formation of a contract between UNOPS and the Seller</p>
52. Purchaser's Right to Vary Quantities at Time of Award	Final quantities may be increased or decreased according to the funds allocated to the end-user. Therefore Bidders should indicate any price/quantity restrictions associated with their offer.
53. Notification of Award	<p>53.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>53.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>53.3 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>53.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security.</p>
54. Signing of Contract	<p>54.1 In the event of an order the UNOPS General Conditions for Contract for Goods (Section IV) and Special Conditions for Contract (Section V) will apply.</p> <p>54.2 Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order which will constitute the Contract.</p> <p>54.3 Within twenty-one (21) days of receipt of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.</p>
55. Performance Security	<p>55.1 In case of award of contract, the Vendor will be requested to submit an unconditional and irrevocable Performance Guarantee or Certified Check / Cashier Check drawn upon the bank's own funds, hereafter called Performance Security, within twenty one (21) working days from the date of NOA. The detail requirement with regard to Performance Security is mentioned in the SCC.</p> <p>55.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient</p>

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	grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
7. PAYMENT	
56. Time Of Payment	UNOPS will effect 80% payment within 30 days after receipt of payment documentation and consignee receipt certificate and balance 20% on receipt of Acceptance certificate from consignee as per terms and conditions mentioned in the SCC
57. Letter Of Credit	UNOPS will not provide Letters of Credit to cover payment obligations.
58. Advance Payment	No advanced payment will be made by UNOPS as part of its payment obligation
59. Discounts	Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial bid evaluation.
60. Currency Of Payment	Payment will be made in the currency in which the Purchase Order is issued
8. FRAUD & CORRUPTION	
61. Fraud & Corruption	<p>It is the UNOPS's policy to require that Bidders, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the UNOPS:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.</p>

	<p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a UNOPS contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a UNOPS contract.</p>
9. Protest	
62 Protest	<p>Bidders perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract, may complain to the UNOPS Ethics Officer: The UNOPS Ethics Officer can be contacted at ethicsofficer@unops.org; Fax: +45 3546 7501.</p>

SECTION II

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF MEDICAL EQUIPMENTS
FOR HOSPITALS OF GOVT. OF HARYANA

Cardiac Monitor with Defibrillator

1. Description of Function


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

2. Operational Requirements

- 2.1 Defibrillator should be Bi-Phasic, light weight and latest model.
- 2.2 Should monitor vital parameters and display them.
- 2.3 Should print the ECG on thermal recorders.
- 2.4 Should work on Manual and Automated external defibrillation (AED) mode. Manual selection upto 270 J.
- 2.5 Should be capable of doing synchronized & asynchronized cardioversion.
- 2.6 Can be operated from mains as well as battery.
- 2.7 Should have defibrillator testing facility.
- 2.8 Demonstration of the equipment is a must.

3. Technical Specifications

- 3.1 Should be a Low Energy Biphasic defibrillator monitor with Recorder having capability to arrest all arrhythmia within a maximum energy of 360 Joules.
- 3.2 Should monitor ECG through paddles, pads and monitoring electrodes and Defibrillate through pads and paddles. Should have Automatic Lead switching to see patient ECG through paddles or leads.
- 3.3 Should measure and compensate for chest impedance for a range of 25 to 150 ohms.
- 3.4 Should have a built in 50 mm strip printer/ thermal recorder.
- 3.5 Should have charging time of less than 3 seconds for maximum energy. Charging indicator should be there.
- 3.6 Should have bright electroluminescent display for viewing messages and ECG waveform of 4 seconds.
- 3.7 Should have external & internal paddles with paddles contact indicator – for good paddle contact. Single Adult and pediatric paddles should be available.
- 3.8 Should have event summary facility for recording and printing at least 250 events and 50 waveforms.
- 3.9 Should have a battery capable of usage for at least 90 minutes or 30 discharges.
- 3.10 Should be capable of printing Reports on Event summary, configuration, self test, battery capacity etc.
- 3.11 Should have facility for self test/ check before usage and set up function.
- 3.12 Should have SPO₂ and NIBP integrated facility.
- 3.13 Should be capable of delivering energy in increments of 1-2 joules up to 30 J and increments of maximum 50 J thereafter.
- 3.14 Should have user friendly 1,2, 3 color-coded operation.

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4. System Configuration Accessories, spares and consumables

- 4.1 Defibrillator – 01
- 4.2 Paddles Adult/ Paediatric (pair) – 01
- 4.3 Paddles – Internal (pair) – 01
- 4.4 Patient cable – 02
- 4.5 ECG Rolls – 50
- 4.6 Disposable pads – 10 nos.
- 4.7 NIBP Cuff Adult – 02
NIBP Cuff Paediatrics – 02
NIBP Cuff Infants – 02
- 4.8 Reusable SPO₂ Finger Probe – Adult – 02
Reusable SPO₂ Paediatric Finger Probe – 02
- 4.9 Complete set of ECG Leads – 02

5. Environmental factors

- 5.1 The unit shall be capable of operating continuously in ambient temperature of 10-40°C and relative humidity of 15-90%.
- 5.2 The unit shall be capable of being stored continuously in ambient temperature of 0-50°C and relative humidity of 15-90%.
- 5.3 Shall meet IEC-60601-1-2 : 2001 (or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

6. Power Supply

- 6.1 Power input to be 220-240 VAC, 50 Hz
- 6.2 Resettable overcurrent breaker shall be fitted for protection.

7. Standards, Safety and Training

- 7.1 Should be FDA or CE approved product.
- 7.2 Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements and IEC-60601-2-25 Safety of Electrocardiograms (or Equivalent BIS Standard).
- 7.3 Drop Test – Withstands 1 meter drop to any edge, corner or surface.
- 7.4 Should conform to international test protocols on exposure to shock forces and to vibration forces. The standard should be documented.
- 7.5 Should meet IEC 529 Level – 2 (IP2X) for enclosure protection solid foreign object ingress.
- 7.6 Should meet IEC 529 Level – 3 (IP3X) (spraying water) for enclosure protection, water ingress.
- 7.7 Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/ maintenance manual.
- 7.8 Comprehensive warranty for 5 years and provision of AMC for next 5 years.

8. Documentation

- 8.1 User Manual in English.
- 8.2 Service manual in English.
- 8.3 List of important spare parts and accessories with their part number and costing.
- 8.4 Certificate of calibration and inspection from factory.
- 8.5 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The

job description of the hospital technician and company service engineer should be clearly spelt out.

- 8.6 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service/ technical manual.
- 8.7 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/ para number of original catalogue / data sheet. Any point, if not substantiated with authenticated catalogue/ manual, will not be considered.
- 8.8 Must submit user list and performance report within last 5 years from major hospitals.

Surgical Operating Microscope for ENT with standard accessories

1. Magnification : Zoom 6.1 motorized.
2. Working length : 200 mm to 470 mm variable through motorized multifocal lens : manually adjustable.
3. Focusing : Motorized or manual via multifocal lens, manual via swing arm.
4. Eyepieces : Wide-field eyepiece for spectacle wearers 10 x 21 B. Dioptic setting +/- 5 with adjustable eye cup.
5. Main Illumination : High performance 300 watt xenon lamp through fiber optic.
6. Illumination : Illumination field diameter with white light distribution.
7. Field diameter : Automatically adjusted to the field of vision and manually adjustable.
8. Emergency lamp : 21 V/150 watt. Halogen lamp through fiber optic.
9. Control Unit : Graphical LCD display with background lighting, menu with up to eight user defined setting, with integrated self diagnostic system, Hospital & pt data, scale projection Video system.
10. Binocular tube : Variable angle of observation with adjustable interpupillary distance of 30 deg. – 150 deg. 0 deg.- 180 deg. Straight or angled binocular tubes for main assistant surgeon.
11. Beamsplitter : 50% / 50%.
12. Magnification : 1.2 x 12.8 x with 10 x eye piece.
13. Field of View : 16.5 mm – 180 mm with 10 x eye piece.
14. Hand grip : Control for microscope zoon adjustments, controls for variable working distance via multifocal lens.
15. Foot switch : Zoom, working distance, focus light illumination.
16. Camera : Should be 3 chip CCTV with C-mount, powercable, sony cable for CCU/ Camera/ recording system with adaptors and attachment with existing Monitor, Laptop.
17. Xenon Bulb : Xenon Bulb (300 W) extra (2 nos)
Halogen Bulb (150 W) extra (10 nos)
18. Fiberoptic cable : One cable extra for Microscope.
19. Should be upgradable for ICG Image Injection.
20. All cables should be integrated in the stand for protection.

A-SCAN

Specifications

- A-Scan probe with 10+10% MHZ frequency.
- Power supply 220 V⁺- 10%, 50 HZ.
- Minimum four IOL calculation formulas
- Incorporated menu driven facilities
- {Probe should be small (3mm), soft/solid & should incorporate internal fixation light
- Should have memory of atleast 5 scans.
- Should have printer
- Should have option for manual and automatic operation
- Audible Guidance to axial alignment
- Weight less than 3 Kg and should be portable.

Measurement Parameters:

- Patient measurement accuracy⁺-10% 0.02mm
- Clinical accuracy⁺- 0.1mm
- Measurement limits – range to 38 mm

Model	:	CE Mark
Accessories	:	Dust cover one
	:	Printing Paper one dozen
	:	Probe Case
	:	Extra Fuses 10
	:	Hydraulic/Electric Table
Warranty	:	Two years after satisfactory installation.

Instruction booklet: User manual should be provided.

Maintenance support:

Bidder should state the arrangements that exist to provide post warranty period support for maintenance of the instrument that will be located in the various District Hospital/ medical colleges of the mentioned in scheduled of requirements/ list of consignees. The Bidder should guarantee availability of spare parts & technical knowhow for maintenance services with in India/ State for at least 5 years after the expiry of warranty period and should indicates the complete address of the place(s) where such services are available and number of technical personnel engaged for this purpose.

Approval of the equipment subject to Demonstration:

- CMC for period of 5 years after warranty period.
- Proof of installation in Government/ reputed private Institutions.
- Bank guarantee as per GFR rules.
- Rates of 5 years CMC after warranty period must be mentioned in the bid.
- List of commonly used serviceable/ consumables spares and their cost should be provided
- The specifications are generalized in nature and does not favour any particular Brand or Company.

Phaco Machine with Operating Microscope

Phaco Emulsification

Equipments, material and workmanship that meet the authoritative standards and which ensure at least substantially equal quality than the standards mentioned below will also be acceptable.

Specifications:

Electrical

Main Voltage: 110VAC+/- 10% @ 3.0 Amp max; 40/60 Hz & 220 VAC +/- 10% @ 1.5 Amp max; 40/60 Hz

Dlathermy

Type : Bipolar
 Output Power : 12 Watt max
 Hand piece : Bipolar micro forceps, pencil eraser (electrode for wet field coagulation)
 Controls : Select the R.F. level desired (0 to 99%) on the front panel.
 Output : On/ Off via foot switch

I/A

Vaccum Range : 0 to 500 mmHg
 Flow rate range : 0 to 40 cc/min
 Irrigation flow : Regulated by the height of the irrigation source (gravity fed)
 Panel Mode : Linear control of the vacuum level via footswitch.

Vitrectomy


Handpiece Type (IPC): 30 psi, semi-disposable or re-usable pneumatic powered guillotine cutter (Minimum two piece)
 Cutting Range : Minimum 50 to 500 cut per minute.
 Port size : Adjustable port size from 0.2 to 0.7 mm
 Actuating System : Built in internal compressor/external compressor.
 Panel Mode : Select the maximum cutting range from 50 to 500 cuts minimum per minute
 Surgeon Model : Linear aspiration flow via footswitch.

Phaco Emulsification

Safety System : QAD (Quick Anti-collapsing Device) an immediate and rapid device against the collapse of the anterior chamber (2 piece)
 Hand piece Type : Peizokinetic hand piece (2 piece) (autoclavable)
 Frequency : Approximatiely 40/42 KHz.
 Pulse Mode : From 1 to 9 pulses per minute.
 Stroke : Approximatiely 100 µm (4 mils)
 Panel Mode : the maximum U/S power desired can be preset.
 Surgeon Mode : Linear control of U/S power via footswith.
 Footswitch Position : 1. Irrigation, 2. Irrigation/ Aspiration, 3. Irrigation/ Aspiration, Phaco

IRRIGATION

Fluid Flow : Regulated by the height of the irrigation source (gravity fed)

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INSPIRATION PUMP

Type : Peristaltic pump
 Tips : 0⁰, 15⁰, 30⁰, 45⁰ one each

REFLUX

Continuous Flow : Reflux from the irrigation source according to the bottle height.

VENT

Type : Sterile fluid vent. Vent from the irrigation bottle should have a duration of 0.3 seconds.

TUBING

Type : Silico ne reusable tubing (autoclavable) – 2 sets (high vac.) con collapsible.

AQOUSTIC SOUND

Vacuum Tone : Audible proportional tone that changes according to the vacuum value.
 Diathermy Tone : A pulse beep/tone that confirms the irrigation.
 Reflux tone : A continuous beep tone that confirms the reflux action.
 Vent Tone : A shot beep that confirms the venting action.

FOOT SWITCH

Type : 3 Switches; mode select, reflux and irrigation. Linear Control

FRONT PANEL

Display : Alfa, Numerical LCD display of the selected functions, bargraphs, and indicators.
 Controls : Touch controls knobs to preset the vacuum level, flow rate, cutting rate, and RR Power
 Attachments : Piesokinetic handpiece diathermy forceps, and vitrectomy handpiece

BLACK PANEL

Display : AC power switch (110/220 VAC), main power socket, footswith connector, volume knob and earth connection (screw).

DIMENSIONS

Heights: 16 CM -19 CM
 Width : 30 CM -60 CM
 Depth : 30 CM -40 CM
 Weight : 11 Kg – 15 Kg

CONFORMITY CE


Equipment Classification: B
 EMC Emission : EN 55011 Class B, EN 55022
 EMC Immunity : ENV 50140, IEC 801-2, IEC 801-4, IEC 1000-4-5.

Spares (cost if quoted separately would be added to the bid price for evaluation and comparison purpose)

1. sleeves – 5
2. Extra set of Tubing
3. Disposal bags – 10

Accessories/ Facilities : essential (cost if quoted separately would be added to the bid price for evaluation and comparison purpose)

Marking : Should have engraved printing marking.
 : manufacture serial No and Date of Manufacture should be legibly mark.

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Packing and Packaging:

- Equipment and detachable component shall be pack in a permanent box as in suitable grooves with the same configuration so as to hold them intact without any movement or play to void any damage during any transit.
- Should be packed in the separate boxes with the suitable packing cushioning.

Instruction Booklet:

- Should be provided with the instruction booklet with in the description of the instruments and its functions and instructions fir use and maintenance for instruments.
- Service manual to be provided to the each equipment.

Quality requirements:

The manufacture should describe fully operational, quality plan in the bid. In addition each instrument shall be tested by the manufactured after completion and prior to packing, for all movement, adjustment and accuracy. Copies of such certificates for each test with reading recording obtain shall accompany each equipments. This is over and above purchaser/ third part inspections that may be stipulated in the contract.

Maintenance Support:

Bidder should state the arrangements that exist to provide post warranty period sport for maintenance of the instruments that will be located in the various District Hospitals/ Medical Colleges in the state mentioned in the Schedule of the requirement list of the consignees. The Bidder should guaranteed availability of Spare parts and Technical knowhow for maintenance services within India after the expiry of warranty period and should indicate the places where which services are available and number of technical persons engaged for this purpose alongwith addresses and telephone numbers.

Guarantee: One Year
Warranty : Two Years


Minimum life of the Equipment : 10 years

After- sales services arrangement (locally available) along with submission of schedule of the services and name of the agency providing the services should be provided.

Approval of the equipment subject to Demonstration.

AMC for period of 10 Years

- Proof in installation in Government / reputed Private Institutions.
- Bank guarantee for completion of AMC for 10 years (1%) of the total cost of the equipment)

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Operating Microscope

Specifications:

Type : Galileo type, Inclined 45 degree Binocular tube
Magnification : Continuous or steps Zoom from 5x to 20x and Dioptic adjustment +5.0D to 5.0 D
Focussing : Motorized fine focusing with foot control.
X-Y Coupling : Motorized
Eye piece : 10-12.5x
Objective : f=175mm +/- 10%, 50HZ
IPD range : 55 to 75 mm
Power supply : AC 220 V +/- 10%, 50HZ
Illumination : Col fibre optic illumination with lamp housing 2 bulbs with change over facilities, 12-15 volts, 100-150 watt bulb, illumination variation facilities. Illumination controlled with continuous adjustment.

UV Filter : UV Filter switchable facility for occluding papillary light.
Stand : Original floor stand.
Model : CE Mark
Attachment facilities : Binocular assistant microscope.
Spares : Dust Cover – One
: Spare Bulb & fuse – Ten each
: CVT of adequate rating
: Serviceable and detachable caps for knobs (2 sets)

Warranty : Two years after satisfactory installation.
Instruction booklet: User manual should be provided.


Maintenance Support.

Bidder should state the arrangements that exist to provide post warranty period support for maintenance of the instruments that will be located in the various District Hospitals/ Medical Colleges in the state mentioned in the Schedule of the requirement list of the consignees. The Bidder should guaranteed availability of Spare parts and Technical knowhow for maintenance services within India/ State for atleast 5 years after the expiry of warranty period and should indicate the places where which services are available and number of technical persons engaged for this purpose.

Approval of the equipment subject to Demonstration.

CMC for period of 5 Years

- Proof in installation in Government / reputed Private Institutions.
- Bank guarantee as per GFR rules.
- Rates of 5 years CMC after warranty period must be mentioned in the bid.
- List of commonly used serviceable/ consumables spares and their cost should be provided.
-

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Slit Lamp

Specifications:

Type : Minocular Bio-Microscope (HAAG STREIT TYPE)
Magnification: Step/ continuous from 6x to 30x
Eye piece : 10x to 12.5 X
Objective : Paired 1X and 1.6X
IPD range : 55 to 75 mm
Illumination : 6-12 volts, 20-50 watt bulb, halogen lamp/ tungston lamp illumination variation facilities, AC power supply 220V to +/-10%, 50 Hz

Slit Illumination:

Slit Width : Continuous 0 to 8mm
Slit Length : Continuous 1 to 8 mm
Filters : Red free, grey (neutral density), cobalt blue
Angle of slit rotation : 180⁰

Movement of Slit Lamp Assembly:

Longitudinal : 80 to 90 mm
Lateral : 100 to 110 mm
Vertical : 29 to 30 mm
Chin rest : Vertical -60 to 80 mm
Table : original hydraulic or motorized table
Model : CE Mark

Provision for attachment of facilities for: Applanation Tonometer:

Accessories/ Spares : Applanaton Tonometer – One
: Dust Cover – One
: Spares Bulbs – Ten
: Chin rest paper- 2 pack
: Extra fuses – 10

Warranty : Two years after satisfactory installation.

Instruction booklet: User manual should be provided.


Maintenance support:

Bidder should state the arrangements that exist to provide post warranty period support for maintenance of the instrument that will be located in the various District Hospital/ medical colleges of the mentioned in scheduled of requirements/ list of consignees. The Bidder should guarantee availability of spare parts & technical knowhow for maintenance services with in India/ State for at least 5 years after the expiry of warranty period and should indicates the complete address of the place(s) where such services are available and number of technical personnel engaged for this purpose.

Approval of the equipment subject to Demonstration:

CMC for period of 5 Years

- Proof in installation in Government / reputed Private Institutions.
- Bank guarantee as per GFR rules.
- Rates of 5 years CMC after warranty period must be mentioned in the bid.
- List of commonly used serviceable/ consumables spares and their cost should be provided.

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Cystoscope TURP

- CYSTOSCOPE, should be wide angled, Direction 30°, dia 4mm, Area of viewing 90°, Autoclavable.
- CYSTOSCOPE SHEATH, should be 21Fr with two fixed stop cocks including Standard Obturator.
- ADAPTOR bridge with one instrument channels.
- Continuous Flow Outer Sheath should be 27FR. Rotatable with one stop cock consisting of inner sheath 24FR with one stop cock including Standard Obturator.
- Working Element should be passive cutting assisted by spring electrode in resting position, for use with all resectoscope sheaths.
- Should be with HF Cord
- Should be with Ball Electrode
- Should be with Loop Electrode
- Should be with Flexible Biopsy forcep, Size - 7 Fr Length 400mm
- Should be with Flexible Grasping forcep, Size - 7 fr. Length - 400mm
- Should be with Adaptor for Ellic Evacuator
- Should be with Ellic Evacuator (Microvasive)

Operating Laproscopy Set

(a) Laparoscopy TROLLEY

- Mobile unit tower with 4 adjustable unit shelves, 1 drawer, 1 Compartment for unit connection cable, 1 cable channel, 1 winding bracket, 8 power sockets, 1 isolating transformer and power cable, 240V, 50Hz.
- Camera head holder.
- Extension arm for second monitor.
- Device connecting cable, 150 cm long
- Device connecting cable, 250 cm long
- Universal CO₂ bottle holder.

Operating Laparoscopy System:

Specifications for High Definition Laparoscopy System

High Definition Three Chip Camera System

1. Camera console 220 v with universal coupler & Autoclavable camera head
2. Pure Digital signal with high definition video(1280*1024 native resolution)
3. Resolution-2000 horizontal lines
4. Integrated Flexible Scope filter
5. Progressive scan technology
6. Brightness Control
7. Aperture Control
8. Inbuilt 16 step digital Image Enhancer
9. Digital zoom & white balance
10. Integrated Gain/shutter/Enhancement with brightness control
11. Two peripheral control on camera head

Video Output

1. 2 DVI output
2. 2 SVHS & 1 RGB out put
3. One Composite out put

Automatic Light source

1. 220 V, 300 W. Xenon Bulb(with one spare bulb)
2. Bulb Working life more than 400 hrs
3. Bulb life counter on light source
4. Automatic /Manual Light Adjustment
5. Stand By Mode
6. Universal Jaw Assembly to adapt any make of fiber optic cable without adapter.

Fiber optic Cable

6.5mm x approx. 7.5 feet long Snap Fit cable

Monitor

19" High Definition monitor, resolution 1280 X 1024 with DBI input, option for wall mounting and desktop in same unit.

CO₂ Insufflator

40 Liter of high flow

Microprocessor controlled unit

Soft Approach Pressure control for safe recovery of abdominal pressure

Gas heating

LCD based central display monitor

Audio visual Alarm

Laparoscopes, Fully Autoclavable with working length 300mm

Wide angled distortion free view

Universal adaptor for other light sources

Yellow Glass index for optimum evenness of focus & contrast

0 degree, 10mm x 1
 30 degree, 10 mm x 1
 0 degree, 5mm x 1
 Flexible video telescope filter

Instrument Set:

Laparoscopic hand instruments (reusable) with 310mm working length, take –apart locking / unlocking mechanism, rotatable with interchangeable handle with monopolar diathermy attachment (Except trocars and veress needle)

Veress needle 12 cm length 4

Veress needle 15 cm length 4

Carbon-di-oxide gas tubing 4

Trocars sleeves 11 mm 4

Reducer 11/5 mm 2

Trocars sleeves 5.5 mm 4

Trocars (pyramidal tip) 10 mm 4

Trocars (pyramidal tip) 5 mm 4

Trocars washer 5 mm 100

Trocars washer 10 mm 50

Laprosopic biopsy forceps 5 mm, 2

Maryland dissector 5mm with unipolar diathermy 2

Maryland dissector 5mm, high performance with bipolar

Cutting 2

Atraumatic graspers, 5mm 2

Metzenbaum scissors (5cm) with unipolar diathermy 2

Metzenbaum scissors (5cm) high performance with bipolar

Cutting 2

Fan retractors 5 mm 2

Laprosopic cautery lead 4

Suction irrigation device with two way valve 2

L shaped hook electrode 5mm 2

L shaped hook 5mm , high performance with bipolar cutting

Laprosopic bowel grasper 5mm, length 33-36 cm 2

Laprosopic spoon forceps 10mm length 33- 36 cm 2

Needle holder 5mm, 33 cm long 4

Laprosopic suction cannuala, 10 mm 2

Laprosopic suction cannula 5 mm 2

Clip applicator 10 mm Large, Medium, Small Clips


SINGLE PUNCTURE LAPAROSCOPE WITH CO2 INSUFFLATORS & COLD LIGHT

A. Single Puncture Laparoscope

<p>Telescope Specifications:</p> <p>Telescope 0 degree with parallel/straight eye piece, 10 to 12 mm diameter Fibre optic light transmission incorporated; should be compatible with the commonly available light cables (necessary adaptors should be provided) Can be sterilized by autoclaving, cidex solutions and Formalin Chamber. Should have 6 mm instrument channel/built-in ring applicator Working length of 270-275 mm</p>
<p>Trocar & Cannula:</p> <p>Cannula size + 1 mm more than the telescope diameter; should have an automatic valve and stopcock for insufflations. Trocar should have pyramidal tip. The length of the Trocar should be 160-170 mm and the length of the canula should be 100-110 mm</p>
<p>Ring Applicator:</p> <p>Ring applicator for use with parallel/straight eyepiece telescope compatible with the above telescope, capable of loading two silastic rings.</p>
<p>Cones: Suitable cones for loading rings to the above applicator</p>
<p>Slide/guide: Suitable slides/guide for loading rings to the above applicator</p>
<p>Veress Needle: Veress Needle with spring loaded blunt stylet with luer lock and length of 10 cm</p>
<p>Veress Needle: Veress Needle with spring loaded blunt stylet with luer lock and length of 15 cm</p>
<p>Essential Spares:</p> <p>i) Spare Washer: Spare washers for trocar and cannula and automatic valve ii) Kits for cleaning: i) Trocar Brush(ii) Cannula Brush(iii) Cleaning Oil 100 ml</p>

System Configuration Accessories, spares and consumables

System Configuration Accessories, spares and consumables	Quantity
Telescope-	01
Trocar & Cannula for telescopes	(160mm – 170mm)- 01 & (100mm – 110mm) - 01
Ring Applicator	02
Trocar and Cannula for Ring Applicator	02
Cones	05
Slide/guide	10
Veress Needles(10 cm)	03
Veress Needles(15 cm)	03
Essential Spares per unit:	
i) Spare Wash	12

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Spare washers for trocar and cannula and automatic valve	
ii) Kits for cleaning:	
(a) Trocar Brush	2
(b) Cannula Brush	2
(c) Cleaning Oil 100 ml	2

Environmental factors

<u>Specifications</u>
The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
The unit shall be specified for operation up to 45 deg C and 100% relative humidity

Standards & Warranty

<u>Specifications</u>
Should be FDA , CE,UL or BIS approved product
Comprehensive warranty and CMC as specified in Clause 2.
Manufacturer/Supplier should have ISO certification for quality standards.

Documentation

<u>Specifications</u>
User Manual in English
Service manual in English
Certificate of calibration and inspection.
User list to be provided with performance certificate.
Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.
Spare Parts List (with part nos.)
<u>Test Requirements</u>
Conformity with the technical specifications

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B. Carbon Dioxide Insufflators & Cold Light:

Specifications
Electronic CO2 insufflators with pin index connection Should have an adjustable flow rate of 0 to 10 ltr. per minute and a pressure range adjustable between 0-30 mm Hg. Pressure and flow rate should be displayed on the front panel Provided with Silicon autoclave tubing with luer attachment. Instrument should work on a supply of 220-240 V, with a frequency of 50 Hz single phase. Fit for purpose
High Pressure Hose: High Pressure Hose suitable to connect the insufflators with pin indexed CO2 cylinder
Wrench Kit : Suitable for connecting the insufflators to CO2 cylinder
Carbon Dioxide Bottle: 5 Ltr. Carbon Dioxide bottle with pin index connection
Cold Light Source: Cold light source with dual control having 2 halogen lamps of 250 watts ratings each; operatable on a 220-240 V and 50 Htz supply. Backup light source compatible with SP and DP Laparoscope is also to be provided. Fit for purposes.
Fibre Optic Light Cable : 4.5-10 mm in diameter, 180-200 cm in length compatible with the cold light source and the commonly available telescopes (necessary adaptors may be provided)
Essential Spares (i) Main Cord: Compatible with insufflators and cold light source of 220-240 Volts. (ii) Halogen Spare Lamps: Halogen spare lamps of 250 watts
Formalin Chamber (for Sterilization of Laparoscopes): Of appropriate size for sterilizing the laparoscope
Tray for sterilization of Laparoscopes : Of appropriate size for sterilizing the laparoscope

Environmental factors

Specifications
The unit should be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
The unit should be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 15-90%

Power Supply


Specifications
Power input to be 220-240VAC, 50Hz fitted with Indian plug
Suitable UPS – 1 KVA with maintenance free batteries for minimum one-hour back-up time should be supplied with the system.
Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)

Standards, Safety and Training

Specifications
Should be FDA , CE,UL or BIS approved product
Comprehensive warranty and CMC as specified in Clause 2.
Manufacturer/Supplier should have ISO certification for quality standards.

Documentation

Specifications
User Manual in English
Service manual in English
Certificate of calibration and inspection
User list to be provided with performance certificate
Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet .Any point , if not substantiated with authenticated catalogue/manual, will not be considered.
Spare Parts List (with part nos.)

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System Configuration Accessories, spares and consumables

ITEM	QTY
Carbon Dioxide Insufflators	01
High pressure hose for Insufflators	01
Wrench Kit	01
Carbon Dioxide bottles	02
Cold Light Source	01
Fibre Optic Light Cable	02

Essential Spares per unit

ITEM	QTY
Main Cord: Compatible with insufflators and cold light source of 220-240 Volts.-	02
Halogen Spare Lamps: Halogen spare lamps of 250 watts-	12
Formalin Chamber (Of appropriate size for sterilizing the laparoscope)	01
Sterilization Tray (Of appropriate size for sterilizing the laparoscope)	02

Binocular Microscopes

Optical System :

- Infinitely corrected optics par focal, plan achromatic lenses with anti fungal properties.

Illumination :

- Built in transmitted Koehler illumination.
- 6 V, 20 to 30 W halogen bulb.
- 220-240 V, 0.85/0.45A, 50 Hz.

Focusing :


- Stage height movement by roller guide (rock & pinion).
- Upper limit stopper.
- Tension adjustable on coarse focus adjustment knob.

Revolving nosepiece:

- Quintuple with inward tilt.

Observation tube :

- Tube inclination – 30-45°.
- Interpupillary distance adjustment range – minimum 50 to 70 mm.

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Stage:

- Movement range – 76 mm X – direction X 50 mm Y - direction.
- Rectangular scratch resistant stage with right hand control with double slide holder and vernier calipers on X Y axis.

Condenser:

- Type – Abbe condenser.
- N.A. – 1.2 dry type.
- Aperture iris diaphragm – built – in.

Objectives, Plan Achromat 4x, 10x, 20x, 40x & 100x

Minimum working distance for 100 X should be 0.13 to 0.2 mm

Eyepiece

- 10X with FN 20

All the necessary adapters and power cords should be provided for functioning of microscope.

Resuscitation Kit

For using to resuscitate adult as well as pediatric cases. To be supplied in a carry bag with following things

1. Should have laryngoscope blades of all sizes and pediatric and adult laryngoscopes
2. Should have adult and pediatric ambubags of silicone with oxygen reservoir bags and oxygen tube to connect to oxygen cylinder
3. Face masks anatomical adult small, large, medium and pediatrics Rendell baker 00,0
4. Venti mask for oxygenation 2adult and 2 pediatrics
5. Foot suction with suction bottle
6. Combi tube for adults
7. Laryngeal Mask Airway size 2.5, 3 and 4 classic type
8. Endotracheal tubes of different sizes cuffed(size 5, 6, 7, 8mmID) and non cuffed for paediatric use (size 3,4, 4.5, 5)
9. Sty lets adults and pediatrics
10. Magil's forceps one
11. Suction catheter size 10, 12, 14, 16 FG (2 each)
12. Syringes of different sizes 20, 10,5,2ml at least 5 each

Open care system on trolley with drawers, with radiant warmer, O₂ – provisions

Technical Specification:

Mobile newborn resuscitation table with fixed – height radiant warmer.

Antistatic castors, 2 with breaks,.

Table surface with mattress with infant head/ shoulder support.

Mattress – padding: foam density approx 21-25 kg/m³

Mattress cover : removable with zipper, waterproof, washable, resistant to cleaning with chlorine based solution and flame retardant.

Side borders transparent acryl, drop down and lockable

Under table 2 storage drawers

Side rails allow for mounting of accessories

Hood suspended above the table integrates heating element and overhead light

Overhead Light : 2*50 watt halogen spot, with dimming function

Integrated support for two 10l oxygen bottles

Heating elements: emitter with parboil reflector and protected by metal grid.

Control unit allows air and skin temperature present (LED indicator) and drives radiant heater output (servo and manual)

Integrated timer: 1 to 59 min, with count up and count down feature.

Temperature range, skin : 34 to 38 c (user pre settable)

Monitoring of skin temperature by means of sensor, range : 30 to 42 C

Heater output : 0 to 100% in increment of 5 %

Control unit: audiovisual alarms according to timer and temperature present avoiding overheating

Display reports systems errors, sensor failure

Power requirement : 220V/50Hz

Power consumption : 800 W

Device is produced by ISO 9001 certified manufacturer (certificate to be submitted, further details see (technical provisions)

Supplied with:

1x mattress

1x skin temperature probe (including connection cable)

1x spare skin temperature probe (including connection table)

1x spare heating element

2x empty 10 L oxygen cylinders

1 x spare of set of fuses

User manual with trouble shooting guidance in English.

Technical manual with maintenance and first line technical intervention instructions, in English.

List of priced accessories.

List of priced spare parts

List with name and address of technical service provider in India.

Training and installation at end-user site

Proposal for full Warranty up to 5 years from date of installed properly, covering on call technical intervention, spare parts and travel.

DOUBLE SURFACE PHOTO THERAPY UNITS

1 Description of Function

- | | |
|-----|---|
| 1.1 | Phototherapy units are used to treat hyperbilirubinemia, a condition characterized by high bilirubin concentrations in the blood. These units are also called: bilirubin lamps, bilirubin lights, fiberoptic phototherapy blankets, neonatal phototherapy units |
|-----|---|

2 Operational Requirements

- | | |
|-----|---|
| 2.1 | The system should meet all the numerical values given in the technical specifications within a tolerance of +/- 10 %. |
|-----|---|

3 Technical Specifications


- | | |
|-----|---|
| 3.1 | <p>Technical Specifications:</p> <ol style="list-style-type: none"> 1. It should be two-way of phototherapy unit i.e. one phototherapy lamp should be from top and the other from below (both overhead and undersurface). 2. There should be option to use either of the lamps. In other words, whenever only overhead exposure is desired, the attending health care provider may have option to operate only the overhead lamp and not the lamp below the bed, and vice versa. 3. Each lamp unit should be provided with 4 tubes emitting blue radiation between 450-480 nm wavelengths. 4. One each side of the panel of overhead tubes, day light tube should be provided to facilitate observation of baby and for performing practical procedures whenever required. 5. It should have height adjustment facility. 6. It should allow easy swiveling of box to allow positioning of portable x-ray machine. 7. The unit should be mounted on stand having lockable wheels (castors) for easy transportation from one place to other. 8. At the baby's surface, the exposure should be 4-6 u W/cm/nm. 9. It should have an hour counter to show the usage of tube lights. 10. The manufacture should give 3 years warranty of the system (except tube lights). |
|-----|---|

4 System Configuration Accessories, spares and consumables

None

5 Environmental factors

- | | |
|-----|---|
| 5.1 | The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90% |
|-----|---|

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- | | |
|-----|--|
| 5.2 | The unit shall be capable of operating continuously in ambient temperature of 10 -40 deg C and relative humidity of 15-90% |
|-----|--|

6 Power Supply

- | | |
|-----|--|
| 6.1 | Power input to be 220-240VAC, 50Hz fitted with Indian plug |
| 6.2 | UPS of suitable rating shall be supplied for minimum 1 hour backup for the entire system |

7 Standards, Safety and Training

- | | |
|-----|--|
| 7.1 | Should be FDA , CE,UL or BIS approved product |
| 7.2 | Manufacturer should be ISO certified for quality standards. |
| 7.3 | Comprehensive warranty for 2 years and 5 years CMC after warranty including UPS. |
| 7.4 | Shall CERTIFIED to be meeting Electrical Safety requirements as per IEC 60601-2-50 Medical Electrical Equipment part-2-50 Particular requirements for the safety of Infant Phototherapy Equipments |

8 Documentation

- | | |
|-----|---|
| 8.1 | User/Technical/Maintenance manuals to be supplied in English. |
| 8.2 | Certificate of calibration and inspection. |
| 8.3 | List of important spare parts and accessories with their part number and costing |
| 8.4 | Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job descriptin of the hospital technician and company service engineer should be clearly spelt out. |
| 8.5 | Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered. |

NOTE: The purchaser has the right to include any further requirement, of labeling, packing,etc at the time of issue of contract

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS AS DESCRIBED IN SECTION II & III.

YES NO

ANY DEVIATION MUST BE LISTED BELOW:


NOTE: The Bidder shall prepare the following table and submit along with the bid for each schedule quoted.

Schedule No.....

Name of Equipment.....

Technical specification	Compliance (Yes /No)	Page number where the documentary evidence is submitted
1.		
2.		
3.		

SECTION III
SCHEDULE OF REQUIREMENTS

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SCHEDULE OF REQUIREMENTS

SCHE DULE No.	PRODUCT DESCRIPTION	Quantity
Cardiac Equipment		
1	Cardiac Monitor with defibrillator	20
Ear Nose Throat Equipment		
2	Operating Microscope (ENT)	11
EYE Equipment		
3	A Scan	9
4	Phaco Machine with Operating Microscope	15
5	Slit Lamp	13
Operation Theatre Equipment		
6	TURP Set	5
7	Surgical Laparoscope	8
8	Single Puncture Laparoscope	4
Laboratory Equipments		
9	Binocular Microscope	34
Others		
10	Emergency Resuscitation Kits	41
11	Open Chair Trolleys for Infants	19
12	Double Surface Phototherapy Unit for Paediatrics	19

Delivery Schedule (including installation & commissioning): Delivery, installation and commissioning in respect of all Consignees within 30 days from the date of Notification of Award.

Terms of Delivery:

- i. For Goods from outside India; DDP Final consignee destination as per Consignee Distribution List given below.
- ii. For Goods from within India: Free delivery to consignee as per Consignee Distribution List given below.

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Consignee Distribution List

Schedule No.	Description of item/ Equipment	Ambala (TC)	Fatehabad	Mewat	Jhajjar (TC, Bahadurgarh)	Jind	Karnal	Kaithal	Kurukshetra	Narnaul	Panipat (TC)	Palwal	Rewari (TC)	Sirsa	Yamuna Nagar (TC)	Total Qty
	I: Cardiac Equipments															
1	Cardiac Monitor with defibrillator	2	1	1	2	1	1	1	2	2	1	2	1	1	2	20
	II: Ear Nose Throat Equipment															
2	Operating Microscope (ENT)	1	0	0	1	1	1	1	0	1	1	1	1	1	1	11
	III: EYE Equipments															
3	A Scan	1	1	1	0	0	0	0	1	1	1	1	1	0	1	9
4	Phaco Machine with Operating Microscope	1	1	1	2	1	1	1	1	1	1	1	1	1	1	15
5	Slit Lamp	1	1	1	2	0	1	0	1	1	1	1	1	1	1	13
	IV: Operation Theatre Equipment															
6	TURP Set	1		0	0	1	1		1		0	0	1	0		5
7	Surgical Laparoscope	1	1	1	1	1	1	0	1	1	0	0	0	0	0	8
8	Single Puncture Laparoscope	0	0	0	0	0	0	0	0	0	1	1	1	0	1	4
	V: Laboratory Equipments															
9	Binocular Microscope	8	2	0	1	1	10	1	0	2	1	4	1	2	1	34
	VI: Others															
10	Emergency Resuscitation Kits	5	2	3	1	0	1	4	2	2	1	6	8	4	2	41
11	Open Chair Trolleys for Infants	1	1	2	0	4	1	1	1	2	1	2	0	2	1	19
12	Double Surface Phototherapy Unit for Paediatrics	0	1	1	0	0	1	2	2	2	0	4	3	2	1	19

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Contact Details of Consignees

Sr. No.	District	Name & Address of Consignee with Pin Code Number	Name and Designation of Contact Person	Mobile No	STD Code	Telephone Number	E Mail id
1	Ambala	Dr. O.P. Arya, Civil Hospital, Ambal Cantt	Dr. O.P. Arya, Civil Surgeon	09354197285/ 9215156170	171	2557473/2557560	dhs.csamb@hry.nic.in
2	Fatehabad	Dr. Dinesh Dhillon, Civil Hospital, Fatehabad	Dr. Dinesh Dhillon, Civil Surgeon	9215156173	1667	225899/225898	dhs.csftb@hry.nic.in
3	Jhajjar	Dr. RS Dalal, Civil Hospital, Jhajjar	Dr. RS Dalal, Civil Surgeon	9215156177	1251	254014	dhs.csjir@hry.nic.in
4	Jind	Dr. SK Aggarwal, Civil Hospital, Jind	Dr. SK Aggarwal, Civil Surgeon	9896874070/9 215156176	1681	269039	dhs.csjnd@hry.nic.in
5	Kaithal	Dr. Ram Pal Dhahiya, Civil Hospital, Kaithal	Dr. Ram Pal Dhahiya, , Civil Surgeon	9999004576/9 215156179	1746	230262	dhs.csktl@hry.nic.in
6	Karnal	Dr.(Mrs) Naresh Saini, Civil Hospital, Karnal	Dr.(Mrs) Naresh Saini, Civil Surgeon	9215156178/9 355313318	184	2267696/2267907	dhs.csknl@hry.nic.in
7	Kurukshetra	Dr. Parveen Garg, Civil Hospital, Kurukshetra	Dr. Parveen Garg, Civil Surgeon	9416042844/9 215156180	1744	290344/291512	dhs.cskkr@hry.nic.in
8	Mewat	Dr. HS Randhawa, Civil Hospital, Mandikhera, Mewat	Dr. HS Randhawa, Civil Surgeon	9215156181/9 416437688	1268	273010	dhs.csmwt@hry.nic.in
9	Narnaul	Dr. Ravinder Mathur, Civil Hospital, Narnaul	Dr. Ravinder Mathur, Civil Surgeon	9215156182	1282	251237	dhs.csmhn@hry.nic.in
10	Panipat	Dr. SS Punia, Civil Hospital, Panipat	Dr. SS Punia, Civil Surgeon	9215156183	180	2630275/2648727	dhs.cspnp@hry.nic.in
11	Rewari	Dr. HR Yadav, Civil Hospital, Rewari	Dr. HR Yadav, Civil Surgeon	9215156186	1274	256769	dhs.csrwr@hry.nic.in
12	Sirsa	Dr. SK Sharma, Civil Hospital, Sirsa	Dr. SK Sharma, Civil Surgeon	9215156187	1666	240155	dhs.cssrs@hry.nic.in
13	Yamunanagar	Dr. JR Bansal, Civil Hospital, Yamuna Nagar	Dr. JR Bansal, Civil Surgeon	9812161272/9 215156172	1732	237811	dhs.csynr@hry.nic.in
14	Palwal	Dr. Aditya Chaudhary, Civil Hospital Palwal	Dr. Aditya Chaudhary, Civil Surgeon	9254255370/9 896020188	1275	242102/252102	cspalwal@gmail.com

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SECTION IV

GENERAL CONDITIONS OF CONTRACT FOR GOODS

General Conditions of Contracts for Goods

(see also:

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

1. LEGAL STATUS OF THE PARTIES:

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

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Vendor shall have the legal status of an independent Contractor vis-à-vis UNOPS, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1.3 If the Vendor is a joint venture, consortium or association, all of the Parties shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

2. DEFINITIONS:

2.1 GOODS AND SERVICES: Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.

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

3. CONTRACT PRICE;

Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by UNOPS.

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4. PACKAGING OF THE GOODS:

The Vendor shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNOPS as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The Vendor shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT:

Unless otherwise specified in the Contract (including in any INCOTERM 2000) the Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that UNOPS receives all necessary transport documents in a timely manner so as to enable UNOPS to take delivery of the Goods in accordance with the requirements of the Contract.

6. EXPORT LICENSING:

The Vendor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNOPS under the Contract. The Vendor shall procure any such export license in an expeditious manner.

7. DELIVERY OF GOODS:

The Vendor shall hand over or make available the Goods, and UNOPS shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERM 2000) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until physical delivery of the Goods to UNOPS in accordance with the terms of the Contract. The Vendor shall provide to UNOPS such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNOPS.

8. INSPECTION OF THE GOODS:

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

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

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

9. ACCEPTANCE OF GOODS:

Under no circumstances shall UNOPS be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. UNOPS may condition acceptance of the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNOPS be obligated to accept any Goods unless and until UNOPS has had a reasonable opportunity to inspect the Goods following delivery of the Goods in accordance with the requirements of the Contract. If the Contract provides for UNOPS to issue a written acceptance for the Goods, the Goods shall not be deemed accepted unless and until UNOPS in fact provides such written acceptance. Payment by UNOPS does not imply acceptance of Goods nor of any related work or services under this Contract.

10. REJECTION OF GOODS:

10.1 Notwithstanding any other rights of, or remedies available to, UNOPS under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNOPS may, at its sole option, reject or refuse to accept the Goods, and the Vendor agrees promptly to:

10.1.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNOPS; or

10.1.2 If UNOPS explicitly agrees in writing, repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or

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

10.1.4 Pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery of any replacement Goods to UNOPS.

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10.2 In the event that UNOPS elects to return any of the Goods, UNOPS may procure the Goods from another source, and in addition to any other right of, or remedies available to, UNOPS under the Contract, the Vendor shall be liable for any additional cost beyond the balance of the Contract price resulting therefrom, including, *inter alia*, the costs of engaging in such procurement, and UNOPS shall be entitled to compensation from the Vendor for any reasonable expenses incurred for preserving and storing the Goods for the Vendor's account.

11. TITLE:

Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Vendor to UNOPS upon delivery of the Goods and their acceptance by UNOPS in accordance with the requirements of the Contract.

12. PERFORMANCE SECURITY:

If required, the Vendor shall within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount determined by UNOPS. The proceeds of the performance security shall be payable to UNOPS as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The performance security shall be returned by UNOPS to the Vendor not later than thirty (30) days following the date of Completion of the Vendor's performance obligations under the Contract, including any warranty obligations.

13. WARRANTIES:

13.1 Goods Warranties:

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

13.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by UNOPS to the Vendor, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;

13.1.2 If the Vendor is not the original manufacturer of the Goods, the Vendor shall provide UNOPS with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;

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

13.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets; and

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13.1.5 The Goods are new and unused. The Vendor shall remain responsive to the needs of UNOPS for any services that may be required in connection with any of the Vendor's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNOPS in accordance with the Contract. During any period in which the Vendor's warranties are effective, upon notice by UNOPS that the Goods do not conform to the requirements of the Contract, the Vendor shall promptly and at its own expense correct such nonconformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or fully reimburse UNOPS for the purchase price paid for the defective Goods; and If having been notified by any means, the Vendor fails to remedy the defect within a reasonable period of time, UNOPS may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which UNOPS may have against the Vendor under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of UNOPS according to the circumstances of the Contract.

13.2 Mines:

The Vendor represents and warrants that neither it, its parent entities (if any), nor any of the Vendor's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.

13.3 Sexual Exploitation:

The Vendor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged by the Vendor to perform any obligation under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Vendor represents and warrants that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Vendor from exchanging any money, Goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.

13.4 Fundamental Principles and Rights at Work:

The Vendor warrants that its personnel or any other staff involved in the project activities under

this Contract comply with the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. The Vendor acknowledges and agrees that any breach of the warranty shall entitle UNOPS to terminate the present Contract immediately without incurring any liability toward the Vendor.

14. ENCUMBRANCES AND LIENS:

The Vendor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNOPS against any monies due to the Vendor or to become due for any work done or against any Goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Vendor.

15. INDEMNIFICATION:

15.1 The Vendor shall indemnify and hold harmless UNOPS, its officials, agents and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

15.1.1 Allegations or claims that the use by UNOPS of any patented device, any copyrighted material, or any other Goods or services provided to UNOPS for its use under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Vendor's published specifications therefore, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

15.1.2 Any acts or omissions of the Vendor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

15.2 In addition to the indemnity obligations set forth in this Article 15, the Vendor shall be obligated, at its sole cost and expense, to defend UNOPS and its officials, agents and employees, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

15.3 UNOPS shall advise the Vendor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Vendor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNOPS or any matter relating thereto, for which only UNOPS itself is authorized to assert and maintain.

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15.4 In the event the use by UNOPS of any Goods or services provided to UNOPS by the Vendor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Vendor, at its sole cost and expense, shall, promptly, either:

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

15.4.2 Replace or modify the Goods or services provided to UNOPS, or part thereof, with the equivalent or better Goods or services, or part thereof, that is non-infringing; or

15.4.3 Refund to UNOPS the full price paid by the UNOPS for the right to have or use such Goods or services or part thereof.

16. LIQUIDATED DAMAGES:

Except under the circumstances of Force Majure as described under Article 24, if the Vendor fails to deliver any or all of the Goods by the date(s) of delivery or perform the services tied to the delivery of Goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to Article 20.

17. PROPRIETARY RIGHTS:

17.1 Except as is otherwise expressly provided in writing in the Contract, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Vendor has developed for UNOPS under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract and the Vendor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNOPS.

17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Vendor:

- (i) that pre-existed the performance by the Vendor of its obligations under the Contract, or
- (ii) that the Vendor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNOPS does not and shall not claim any ownership interest thereto, and the Vendor grants to UNOPS a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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17.3 At the request of UNOPS, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNOPS in compliance with the requirements of the applicable law and of the Contract.

17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of UNOPS, shall be made available for use or inspection by UNOPS at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNOPS authorized officials on completion of work under the Contract.

18. CHANGES:

UNOPS may at any time by written instruction vary the general scope of this Contract by twenty percent (20 %) above or below the original Contract price. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; providing, however, that UNOPS may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Article 33. However, nothing in this Article shall excuse the Vendor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNOPS unless it is in writing and signed by a duly authorized official of UNOPS.

19. TERMINATION FOR CONVENIENCE:

19.1 UNOPS may, upon notice to the Vendor, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for UNOPS' convenience, the extent to which performance of the Vendor under the Contract is terminated and the date upon which such termination becomes effective.

19.2 Upon receipt of notice of termination, the Vendor shall take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.

19.3 In the event of Termination for Convenience, no payment shall be due from UNOPS to the Vendor except for Goods satisfactorily delivered prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNOPS may request the Vendor to complete. To the extent that the computation of such payment due from UNOPS may not make the Vendor whole in respect of termination under this

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provision, the Vendor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Article 18 above.

20. TERMINATION FOR DEFAULT:

20.1 UNOPS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if:

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

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

20.1.3 the Vendor, in the judgment of UNOPS, has engaged in fraud and corruption, as described in clauses 26.2 and 26.3, in competing for or in executing the present Contract:

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

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

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

20.1.7 the Vendor attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNOPS or any organization of the United Nations system:

20.1.8 the Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

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

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

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

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

20.1.13 UNOPS reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor to perform any of its obligations under the Contract: or

20.1.14 the Vendor assigns the Contract without UNOPS' consent:

20.2 The Vendor shall be bound to compensate UNOPS for all damages and costs, including, but not limited to, all costs incurred by UNOPS in any legal or non legal proceedings, as a result of

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any of the events specified in Article 20.1 above, and resulting from or relating to a termination of the Contract, even if the Vendor is adjudged insolvent. The Vendor shall immediately inform UNOPS of the occurrence of any of the events specified in Article 20.1 above, and shall provide UNOPS with any information pertinent thereto.

20.3 The provisions of this Article are without prejudice to any other rights or remedies of UNOPS under the Contract, including any right to terminate the Contract.

20.4 Upon the occurrence of one of the events included in Article 20.1.3 to Article 20.1.13, UNOPS shall be entitled to terminate the Contract immediately.

21. REMEDIES FOR DEFAULT:

21.1 In case of failure by the Vendor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the Goods by the agreed delivery date, after giving the Vendor written notice to perform, and without prejudice to any other rights or remedies available to UNOPS, UNOPS may exercise one or several of the remedies listed in Article 10.1.

22. CONSEQUENCES OF TERMINATION:

22.1 In the event of any termination of the Contract, upon receipt of notice of termination by UNOPS, the Vendor shall, except as may be directed by UNOPS in the notice of termination or otherwise in writing:

22.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract, and in doing so, reduce expenses to a minimum;

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

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

22.1.4 Take any other action that may be necessary or that UNOPS may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Vendor and in which UNOPS has or may be reasonably expected to acquire an interest.

22.2 In the event of any termination of the Contract, UNOPS shall not be liable to pay the Vendor except for those Goods delivered to UNOPS in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the Vendor's receipt of notice of termination from UNOPS.

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23. CONFIDENTIALITY:

23.1 UNOPS and the Vendor, its agents, employees, subcontractors and servants shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Vendor may furnish to its subcontractor such documents, data, and other information it receives from UNOPS to the extent required for the subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Vendor.

23.2 UNOPS shall not use such documents, data and other information received from the Vendor for any purposes unrelated to the Contract. Similarly, the Vendor shall not use such documents, data and other information received from UNOPS for any purpose other than the performance of the Contract.

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

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

23.3.2 Can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or

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

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

24. FORCE MAJEURE:

24.1 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Vendor. The Vendor acknowledges and agrees that, with respect to any obligations under the Contract that the Vendor must perform, or for any areas in which UNOPS is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

24.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Vendor shall give notice and full particulars in writing to UNOPS, of such occurrence or cause if the Vendor is thereby rendered unable, wholly or in part, to perform its

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obligations and meet its responsibilities under the Contract. The Vendor shall also notify UNOPS of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the Vendor shall also submit a statement to UNOPS of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. On receipt of the notice or notices required hereunder, UNOPS shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.

24.3 If an event of *force majeure* exists and the Vendor fails, within seven (7) days of such event to give notice in writing to UNOPS pursuant to Article 24.2, and if the Vendor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNOPS shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days. In any case, UNOPS shall be entitled to consider the Vendor permanently unable to perform its obligations under the Contract in the case of the Vendor's suffering any period of suspension in excess of ninety (90) days.

25. SOURCE OF INSTRUCTIONS:

The Vendor shall neither seek nor accept instructions from any authority external to UNOPS in connection with the performance of its obligations under the Contract. Should any authority external to UNOPS seek to impose any instructions on the Vendor regarding the Vendor's performance under the Contract, the Vendor shall promptly notify UNOPS and shall provide all reasonable assistance required by UNOPS. The Vendor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNOPS, and the Vendor shall perform its obligations under the Contract with the fullest regard to the interests of UNOPS.

26. BENEFITS, CORRUPTION AND FRAUD:

26.1 The Vendor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the United Nations system. The Vendor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract as specified in Article 20.1.7.

26.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, any thing of value to influence the action of any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN system in the selection process or in the execution of the Contract.

26.3 Fraud means a misrepresentation or omission of fact or facts in order to influence the selection process or the execution of the Contract.

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

The Vendor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNOPS, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNOPS, or any abbreviation of the name of the United Nations or UNOPS in connection with its business or otherwise without the written permission of the United Nations or UNOPS.

28. ASSIGNMENT:

28.1 The Vendor shall not, except after obtaining the prior written approval of UNOPS, assign, transfer, pledge or make any other disposition of this Contract or any part hereof or of any of the Vendor's rights or obligations hereunder, except with the prior written authorization of UNOPS. The Vendor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Party's operations, provided that:

28.1.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and

28.1.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Vendor's assets or ownership interests; and

28.1.3 The Vendor promptly notifies UNOPS of such assignment or transfer at the earliest opportunity; and

28.1.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract and such writing is promptly provided to UNOPS following the assignment or transfer.

28.2 However, should the Vendor become insolvent or should control of the Vendor change by the virtue of insolvency, UNOPS may, without prejudice to any other right or remedy, terminate this Contract in accordance with Article 20.

29. NON-WAIVER OF RIGHTS:

The failure by UNOPS to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by UNOPS of any such right or any remedy associated therewith, and shall not relieve the Vendor of any of its obligations under the Contract.

30. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, UNOPS shall have no obligation to purchase any minimum quantities of Goods from the Vendor, and UNOPS shall have no limitation on its right to obtain Goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

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31. TAXES:

31.1 Article II, Section 7 of the Convention on Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations and its subsidiary organs are exempt from all direct taxes, except charges for public utility services, and are exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Vendor shall immediately consult with UNOPS to determine a mutually acceptable procedure.

31.2 The Vendor authorizes UNOPS to deduct from the Vendor's invoice any amount representing such taxes, duties or charges, unless the Vendor has consulted with UNOPS before the payment thereof and UNOPS has, in each instance, specifically authorized the Vendor to pay such taxes, duties or charges under written protest. In that event, the Vendor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNOPS shall reimburse the Vendor for any such taxes, duties or charges so authorized by UNOPS and paid by the Vendor under written protest.

32. AMICABLE SETTLEMENT:

The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL") or according to such other procedure as may be agreed between the Parties in writing.

33. ARBITRATION:

Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of Goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the Goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition,

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unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Interbank Offered Rate (“LIBOR”) at the date when the claim was referred to arbitration, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

34. PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, of which UNOPS is an integral part.

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SECTION V

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.

GCC 7

The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:

I. For Goods supplied from abroad:

(A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway-bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier, three sets of documents comprising of two originals and one copy of the following:

- (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State, Health Society, NRHM - Haryana; the Contract number, credit/loan number, Goods description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;
- (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the United Nations Office for Project Services as the Purchaser on behalf of State, Health Society, NRHM - Haryana, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) Packing list identifying contents of each package;
- (iv) Manufacturer's or Supplier's Warranty Certificate covering all items supplied;

- (v) Supplier's Certificate of Origin covering all items supplied;
- (vi) Internal Test Analysis Report of the Manufacturer for the items offered;
- (vii) Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required);
- (viii) Certificate of weight issued by the port authority/licensed authority;
- (ix) Dispatch Clearance Certificate issued by UNOPS along with the external batch-wise test report by the nominated testing agency.
- (x) Supporting insurance document(s) in case of CIP delivery.
- (xi) Any other/additional procurement – specific document(s) required for delivery/payment purposes.

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

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

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

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

(C) The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one set of the documents mentioned below:

- (i) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Packing list identifying contents of each package
- (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.
- (iv) Copies of Dispatch Clearance Certificate issued by UNOPS along with external test report(s).

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

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

- (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of NRHM, Govt. of Haryana,

the Contract number, credit/loan number; Goods' description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

- (ii) Proof of Dispatch (POD), viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of NRHM, Govt. of Haryana and delivery through to final destination as stated in the Contract;
- (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) [Form attached with SCC]
- (iv) Packing list identifying contents of each package;
- (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied;
- (vi) Supplier's Certificate of Origin covering all items supplied;
- (vii) Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required);
- (viii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer;
- (ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice;
- (x) Dispatch Clearance Certificate issued by UNOPS along with the external batch-wise test report issued by the nominated testing agency;
- (xi) Supporting insurance document(s) in case of CIP delivery; and
- (xii) Any other/additional procurement-specific document(s) required for delivery/payment purposes.

(B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:

- (i) Copy of Invoice containing particulars as per para II(A)(i) ante;

	<p>(ii) Packing list identifying contents of each package</p> <p>(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</p> <p>(iv) Copies of Dispatch Clearance Certificate issued by UNOPS along with external test report(s).</p> <p>For both I and II above:</p> <p>(a) In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with GCC 9.1.</p> <p>(b) It will be the responsibility of the Supplier to obtain from the Purchaser (UNOPS), Customs Exemption Certificate or Excise Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time</p>
GCC 8.4	<p>Add The following as GCC 8.4</p> <p>The Inspection and tests, as applicable under I or II shall be:</p> <p>I. For Goods supplied from outside India.</p> <p>a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing.</p> <p>b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.</p> <p>c) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.</p> <p>II. For Goods supplied from Within India</p> <p>The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the Supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.</p>

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	<p>For (I) and (II) both</p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser’s agent to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the Purchaser’s inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period</p>
GCC 8.5	<p>Add the following as GCC 8.5</p> <p>Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty-five) days of intimating such rejection.</p>
GCC 11	<p>Title in and to the Goods shall pass form Vendor to UNOPS upon final delivery and acceptance of Goods by the Consignee.</p>
GCC 12	<p>Replace the first sentence of the para with the following:</p> <p>(a) Within 21 days after the Supplier’s issue of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid up to no less than 120 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended for 120 days over and above the extended warranty period.</p> <p>(b) The performance security as mentioned above shall be in the form of a bank guarantee and the named beneficiary shall be UNOPS. The bank guarantee shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser. The bank guarantee shall be in the format provided in the Bidding Documents.</p>

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	<p>(c) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.</p> <p>(d) UNOPS reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNOPS reserves the right to request an extension of the performance security.</p>
GCC 12.1	<p>Add the following as GCC 12.1</p> <p>(a) In addition, if the Purchaser/the Consignees/Government of India requires CMC services in accordance with article 37 of the SCC, within 21 days of the notification by the Purchaser/the Consignees/ Government of India of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of India a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 37. Upon acceptance of the bank guarantee for CMC services by the Purchaser/the Consignees/Government of Haryana, the Performance Security mentioned under art.12 above will returned to the Supplier by the Purchaser.</p> <p>The bank guarantee mentioned in (a) above shall be in a format acceptable to the Purchaser/the Consignees/Government of Haryana.</p> <p>(b) If CMC requirement is notified to the Supplier by the Purchaser / Government of Haryana / Consignee as per SCC 37:</p> <p>Should the Supplier fail to provide the bank guarantee mentioned in SCC 12.1 above, and regardless of the reasons for such failure, the Performance Security mentioned in SCC 12 above will be payable to the Purchaser without the Purchaser needing to prove or to show grounds or reasons for such demand for the sum specified therein, and notwithstanding any objection by the Supplier.</p>
GCC13	<p>Add the following as GCC 13.1.5</p> <p>(a) During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labor and spares shall be provided by the supplier during the period of warranty.</p> <p>(b) This warranty shall remain valid for 36 months after the Goods have been delivered to and installed at the final destination indicated in the Contract,</p> <p>(c) The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time</p>

	<p>(d) The unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Supplier. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the Bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as mentioned above and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. However, the defective Goods must be replaced within 30 days.</p> <p>(e) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>(f) The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty period for preventive maintenance</p>
GCC 35	<p>Add clause 35- Payment Terms</p> <p>The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows:</p> <p>(A) Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:</p> <p>(i) On Delivery to Consignee: Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GCC Clause 7 above along with Consignee receipt certificate, by direct bank transfer to the Supplier's nominated bank account.</p> <p>(ii) On satisfactory Installation & Commissioning: Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of NRHM, Govt. of Haryana); the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate</p>

	<p>issued by the Consignee.</p> <p>Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of NRHM, Govt. of Haryana) the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee</p> <p>(B) Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:</p> <ul style="list-style-type: none"> (i) On Delivery to Consignee: Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GCC Clause 11 along with the Consignee receipt certificate. (ii) On satisfactory Installation & Commissioning: Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation and commissioning of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of NRHM, Govt. of Haryana); the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee
GCC 36	<p>Add clause GCC 36- Notices</p> <p>The Purchaser's addresses for notice purposes is:</p> <p style="text-align: center;">India Procurement Office United Nations Office for Project Services (UNOPS), 11 Golf Links New Delhi -11003, India</p> <p style="text-align: center;">Fax: 91-11-43508527 Tel: 91-11-30417400 Email: procurementinoc@unops.org</p> <p>The Supplier's address for notice purposes is:</p>

GCC 37

**Add clause GCC 37- The Comprehensive maintenance Contract
(Including Spare parts)**

- (i) The Purchaser/ Consignees/ Government of Haryana, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of four (4) years after the expiry of the warranty period as per the details given in clause 13 of GCC & SCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
- (ii) During Comprehensive Maintenance (CMC) Period the unit must be made functional within 7 days (including travel time) from the time a defect is reported to the Contractor. In case, a replacement of defective Goods needs more than 7 days, as an interim solution the Bidder must make available a service Goods/ part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.
- (iii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.
- (iv) The CMC includes repairs of entire system, preventive maintenance testing & calibration, labor and spares and all software updates.
- (v) During the Comprehensive Maintenance Contract (CMC) period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day beyond 10 days in a year shall be imposed and equivalent amount shall be deducted from the CMC payment.
- (vi) The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time

GCC 38	<p>Add the following as GCC 38</p> <p>Spare parts:</p> <p>The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none">(a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and(b) In the event of termination of production of the spare parts:<ul style="list-style-type: none">(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
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SECTION VI

SAMPLE FORMS

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FORM 1/1: Supplier Information

Please provide the below information:

1. A. Contact Details:

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

B. Banking Information:

Name of Banking Institute		Beneficiary Name of Account (Name as it appears on account)					
Street Address		Branch Name			Phone		
City	State/Province/Country	Postal Code (Zip)			Country		
Bank transwire code information							
Bank Account Number (max. 17 digits)				Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other			
ABA No. 9 digits (for US banks only)				SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks)			
Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.)				Branch ID (if applicable)			
IBAN (Required for European banks)				Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)			
				Currency of Payment <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)			

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Bank transwire code information for Intermediary Bank*, if applicable	
Name of Intermediary Bank	Address of Intermediary Bank
ABA No. 9 digits (for US banks only)	SWIFT /BIC Code
Bank Account No. (of the beneficiary bank with the intermediary bank)	

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

2. Expertise of Organization:

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

3. Quality Assurance Certification:

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

4. Expertise of Staff:

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

5. Financial data of the organization:

- Audited Financial Statement for last three years
- Bank Name and Address

6. Client Reference List:

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

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			
4.			

FORM 1/2**PROFORMA FOR DETAILS OF BIDDER, MANUFACTURER AND ITS BANK**

1. Name & full address of the Manufacturer:
2.

(a)	Telephone & Fax No	Office/Factory/Works
(b)	Telex No.	Office/Factory/Works
(c)	Telegraphic address :	
3. Location of the manufacturing factory.
4. Name & full address of the Bidder
5.

(a)	Telephone & Fax No	Office/Factory/Works
(b)	Telex No.	Office/Factory/Works
(c)	Telegraphic address :	
6. Details of Persons that UNOPS may contact for requests for clarification during bid evaluation:
 - (i) Name:
 - (ii) Tel number (direct):
 - (iii) Tel. Number (mobile)
 - (iv) Email address
7. Bank details from where the Bank Guarantee has been issued:
 - (i) Name and address of the Bank:
 - (ii) For a foreign bank, name of correspondent Bank in India:
 - (iii) Phone number
 - (iv) Fax Number
 - (v) Email address

.....
Signature and seal of the Bidder



FORM 2

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
ITB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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



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FORM 3

**PERFORMA FOR PERFORMANCE STATEMENT
(For a period of last three years)**

Bid no: _____ Date of Opening _____

Time _____ hrs

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Has the equipment been satisfactorily functioning (Attach a certificate from Purchaser/Consignee)	Any adverse report or adverse action taken by previous purchaser/ consignee regulatory authority
				As per Contract	Actual			

Signature and seal of the Bidder _____

- Note: 1.
- 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 alongwith
 - i. Copy of Purchase Orders
 - ii. Copy of Invoices
 - iii. Proof of Payment received from Purchasers
 - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of orders

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FORM 4

Bank Guarantee format

Bank Guarantee No XXXXX in favour of:
UNOPS,
United Nations Office for Project Services
11 Golf Links
New Delhi 110003, India

We [NAME OF BANK] have been informed that XXXXXXXX (hereinafter called “the Bidder”) has submitted their bid dated XXXXXXXX against UNOPS invitation to bid Reference: UNOPS-xxx-IPO-xxx-2008 dated xxxxxxxx, for the supply of xxxxxxxxx(hereinafter called “the Bid”).

At the request of the Bidder, we [NAME OF BANK] hereby irrevocably undertake to pay UNOPS any sum or sums not exceeding a total of XXXXXXXX upon receipt of the first demand in writing from UNOPS stating that:

1. The Bidder withdraws its bid during the initial period of bid validity specified by the Bidder on the Bid Form, or
2. The Bidder fails or refuses to sign the contract, or
3. The Bidder fails or refuses to submit the Performance Bond

This Bank Guarantee shall expire on XXXXXXXX.

Consequently, any demand of payment under this Bank Guarantee must be received at this office on or before that date.

FORM 5**Performance Security bank guarantee format**

Bank Guarantee No XXXXXX in favour of:
UNOPS,
United Nations Office for Project Services
11 Golf Links
New Delhi 110003, India

We [NAME OF BANK] have been informed that XXXXXXXX (hereinafter called "the Vendor") has entered into contract no.: XXXXXXXX dated XXXXX, with UNOPS, for the supply of XXXXXXXXXXXX.

At the request of the Vendor we [NAME OF BANK] hereby irrevocably undertake to pay UNOPS any sum or sums not exceeding a total of [CURRENCY & AMOUNT] upon receipt of the first demand in writing received by facsimile, from UNOPS stating:

That the Vendor is in breach of his obligations under the underlying contract, and
The respect in which the Vendor is in breach

This Bank Guarantee shall expire on XXXXXXXX.

Consequently, any demand of payment under this Performance Bank Guarantee must be received by facsimile in this office on or before that date. In the event of such demand, the following facsimile number must be reached: XXXXXXXX.

FORM 6**CONSIGNEE RECEIPT CERTIFICATE**
(To be given by consignee's authorized representative)**The following stores have been received:-**

1. Name of the item supplied
2. Contract No.
3. Name of the Supplier/Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Invoice No. & Date :
7. Details like Date of Manufacturing:
8. Name and Address of the Consignee :
9. Date of receipt by the Consignee :
10. Signature of authorized representative of Consignees with date :
(Name of Designation of the signatory also to be specified)
11. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in order.

Signature of the authorized representative of the consignee:

Name & Designation

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Form 7 : SATISFACTORY INSTALLATION CERTIFICATE

This is to certify that the good/s as detailed below has/have been satisfactorily installed

- a) Contact No: _____ date _____
- b) Description of the good/s: _____
- c) Sl. Number(s) of the good/s: _____
- d) Quantity: _____
- e) Name of the transporter: _____
- f) LR/RR NO _____ dated _____
- g) Name of the consignee: _____

1. The supplier has fulfilled his contractual obligation with regard to the following incidental services:

- a) Satisfactory Installation, Performance and start up of equipment.
- b) Furnishing of tools required for assembly and / or maintenance of the(Enter name of Equipment with model)
- c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
- d) Train operators/users at each location in operating the equipment to the satisfaction of the consigned.

Signature _____
 Name _____
 Designation with stamp _____
 Date _____

Countersigned by:
 Signature _____
 Name _____
 Designation with stamp _____
 Date _____
 Phone No:
 Fax NO:


NOTE


- 1. This certificate is to be filled up and issued by representative of the consignee which is to be duly stamped and countersigned by the supervisor. Name of the countersigning authority and their contact Phone /Fax Nos. are to be clearly mentioned.
- 2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax(+91-11-43508527) to UNOPS, 11 Golf Links, New Delhi-3

Annexure I

Check List

SL No	Activity	Yes/No/NA	Page No. in the Bid submitted	Remark
1	(a)	Have you enclosed Bid Security for required amount?		
	(b)	Have you submitted Bid Security in the form of Bank Guarantee and as per the form provided in clause 28 of Instructions?		
	(c)	If yes, have you given the validity of Bank Guarantee as per clause 28.4 of Instructions?		
	(d)	Have you mentioned the beneficiary of Bank Guarantee as UNOPS(do not mention additional wordings)		
	(e)	Have you submitted Bid Security in the form of irrevocable certified cheque or Demand draft in favour of UNOPS New Delhi and valid up to 28 days beyond the bids validity.		
	(f)	Have you provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the Bid Security in the prescribed format		
2	(a)	Have you enclosed Bid Form duly signed?		
	(b)	Have you enclosed Power of Attorney in favour of the signatory of the bid as mentioned in 19 (c) of the instructions?		
3.	Have you submitted the certificate of incorporation of Manufacturer as mentioned in Clause 27 of Instructions?			
4	(a)	Have you enclosed clause-by-clause commentary on the compliance of goods to purchaser's Technical specifications?		
	(b)	Have you enclosed a statement of deviations and exceptions on above?		
5.	Have you submitted testing protocols?			
6.	Have you submitted, the legal status, place of registration and principal place of business of the company or firm or partnership, etc.			
7.	If applicable, have you submitted document to establish that your product is registered any regulatory Authority.			

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8.	Have you submitted details of experience and satisfactory past performance as asked for in in clause Clause 27 of Instructions, as per the Performa for performance statement in Section VI of Bidding Document			
9.	Have you disclosed instance of previous past performance that may have resulted into adverse actions taken against the Bidder during the last five years? Clause 27 of Instructions			
10	Have you submitted the certificate showing your Turn Over certified by CA as required under clause 27 of Instructions			
11	Have you submitted a certificate regarding actual Annual production duly certified by chartered accountant as asked for in Clause 27 of Instructions			
12	Have you submitted copies of audited financial statement for the last three years, with accompanying audit report as per clause Clause 27 of Instructions			
13	Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
14	Have you submitted a write-up on your production capabilities?			
15	Have you indicated price(s) in the price schedule against each column?			
16	If a joint venture company have you submitted Legally valid joint venture Agreement			
17	Have you submitted no deviation statement on commercial conditions?			
18	(a) Have you confirmed that you agree with all terms and condition of the Bid Document?			
	(b) If no, have you indicated deviations?			
19.	Have you kept validity of the offer as per the Bid Document?			
20.	Have you confirmed payment terms?			
21	Have you confirmed delivery period, as per Bid Document?			
22.	Have you submitted offer as per Bid Document?			
23.	Have you complied with the warranty declaration without any variation as per GCC and SCC Clause 13?			
24.	Have you quoted for the full quantity of Goods mentioned in the schedule/s offered.			

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25	Have agreed in all respect to clauses concerning:			
	a. Performance security			
	b. Force majeure			
	c. Governing law			
	d. Taxes & Duties			
	e. Inspection & Tests			
26	Did you complete the comparative data table of the Technical Specifications			
27	Have you given the details of Persons* that UNOPS may contact for requests for clarification during bid evaluation .			

*** The above persons must be available to answer eventual UNOPS queries during the 2 weeks following bid receipt date**