

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

Advertised Tender Enquiry (ATI)

BID DOCUMENT

For

**Procurement & supply of Engineering Tools Airborne
Infection Control (AIC) Intervention Air Changes Per
Hour (ACPH) Measurement Kits to institutes with Drug-
resistant TB centres across India**

BID REF. NO: RFP/AIC Engineering tools/11/2024

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Section I
NOTICE INVITING BIDS
FOR
Procurement & Supply of Engineering Tools AIC
Intervention (ACPH Measurement Kits)

Bid Ref. No.: RFP/AIC Engineering tools/11/2024

1. FIND India has received a grant from the Global Fund to fight AIDS, Tuberculosis and Malaria (GFATM) under C19-RM to improve outbreak preparedness, and control TB and other airborne infections in healthcare settings, adoption of AIC practices is essential. A comprehensive package of interventions is planned at the Nodal DR TB sites aimed at resolving challenges that prevent the achievement of AIC and promoting IPC practices at these sites. This will focus on key infection control measures including managerial, administrative, environmental, laboratory and PPE. A structured AIC assessment, including risk assessment, will be carried out at identified sites (with co-located Nodal DR TB Centers and ART centres) by a team of AIC experts including bio medical engineers. For these assessments, there are some engineering tools required specifically to check the ventilation parameters like Air flow, room volume, air changes per hour (ACPH), etc. These will also guide about utility of installing upper UVGI systems/ fixtures in these facilities.
2. FIND India hereby invites bids in two packet system from eligible and qualified bidders for the supply of Engineering tools for AIC intervention across Institute with DR-TB centres.

Sch No.	Sl. No.	Description of Goods/Items	Quantity to be supplied (Nos.)
I	1	Anemometer	184
II	2	Vaneometer	184
III	3	Measuring Tape	184
	4	Laser-operated measuring tape	184

Bidders can quote for any no. of schedules. Evaluation will be done schedule-wise.

****For Schedule III, bidder need to submit bid for full qty of both the items, in case any bidder submits the partial bid, then the proposal will be rejected and will not be considered for further evaluation.***

**** Initially, contract will be awarded for 133 sites and remaining 51 sites will have rate contract which can be procured within next one year (after award of contract).***

3. Bidding will be conducted through the 'Advertised Tender Enquiry' method and procedures as set out in the 'General Financial Rules – 2017' and Manual for Procurement of Goods (updated June 2022) issued by the Department of Expenditure, Ministry of Finance, Govt. of India.

4. The Bid Document can be freely downloaded from the website www.finddx.org starting from **10.00 AM on 13/11/2024**. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this NIB and take the same into consideration while preparing and submitting their bids.
5. Bidders' representatives are invited to attend an online **pre-bid meeting at 3 PM on 19/11/2024 (details mentioned in BDS)**. All Bidders are encouraged to attend. Non-attendance, however, shall not result in the disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Pre- Bid meeting or issued/posted as an amendment to ITB.
Bidders who are unable to attend the pre-bid meeting can send their written requests for clarification, if any up to **05.00 PM on 18/11/2024** at email procurement.in@finddx.org.
6. Bidders are required to submit Bid Security(online) for the amount mentioned in the Bid document. certain classes of Bidders are exempted from submission of Bid Security as specified in ITB.
7. Bids must be delivered up to 1500 hrs. on **04/12/2024** and needs to be sent electronically to e-mail ID: - Procurement.in@finddx.org. In case the bid size is more than 50 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID. Bidders will be informed regarding the opening of the bids. Bids shall be opened in the presence of the bidders' representatives, who choose to attend the bid opening meeting. Late bids will be rejected.
8. The Technical Proposal and Financial Proposal should be submitted as two separate non-editable PDF attachments via e-mail to Procurement.in@finddx.org. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid along with the name of the bidder. **Please note that the Financial Proposals should be password protected.** The Password needs to be disclosed/confirmed by the bidder at the time of financial bid opening.
9. Technical bids will be opened on the same day on **04/12/2024** at 1600 hrs, bidders will be informed regarding the opening of the technical bids. Bid Opening will be done online through the Microsoft Teams platform and bid opening link will be shared on the registered email ID of bidders, who have submitted their bid. Bidders' representatives are encouraged to attend the bid opening meeting online.

Sr. Manager (Procurement)
FIND India

Checklist for bidders for submission in Proposal

(Bidders need to submit below filled and signed checklist mandatorily and provide all the required documents along with the proposal)

Sl. No.	Documents to be submitted along with Technical Proposal	Page No.	Remarks (if any)/ Yes/ No
1	Documents required for Preliminary examination		
(i)	that the bid is signed, as per the requirements listed in the Bidding Documents		
(ii)	Bid is signed by an authorized signatory		
(iii)	the bid is valid for the period, specified in the bidding documents;		
(iv) .	that the bid is accompanied by due Bid Security;		
(a)	Bid Security Declaration (format of bid security declaration form (Tech-Form4) furnished in accordance with ITB Para 19 (for MSME exempt from Bid Security), or for Bidders submitting Bid Security Online should submit the receipt of the online deposit.		
(v)	The bidder agreed to terms and conditions of bid including delivery period		
(vi)	Bidder has agreed to submit an unconditional Bid and will give the required performance security as mentioned in the bid document		
(vii)	Copy of Certificate of GST Registration		
(viii)	Copy of MSME registration (if applicable)		
(ix.)	Copy of PAN Card		
2	Documents Required for Technical Evaluation		
(i)	Form / Letter of Technical Bid as per Form provided in Section VI – Bidding Forms; Tech-Form 1		
(ii)	Bidder Information Form as per Form provided in Section VI: Bidding Forms; Tech- Form 2: including Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document,		
(iii)	Technical Specification Compliance Sheet as per Form provided in Section VI: Bidding Forms; Tech- Form 3		
(iv)	Documents establishing the compliance of Goods (like technical catalogue, brochures/product data sheet) in accordance with ITB Para 16;		
(v)	Supporting documents showing qualification of the bidders in accordance with ITB Para 17.2;		
(vi)	Copy of at least one PO to substantiate experience of work		
(vii)	ITR for last three financial years (i.e. 2020-21, 2021-22 and 2022-23).and CA certified Annual turnover certificate		
3	Documents Required for Financial Evaluation		
(i)	Letter of Financial Bid as per Form provided in Section VI – Bidding Forms, (Fin Form-1)		

***Note:**

(i) If any price bid-related document listed at sl. No. 3 is included in the technical bid, it will be deemed non-responsive and will not be evaluated further.

(ii) Bidders must attach separate password-protected financial bid forms for each quoted schedule.

Section-II

Instructions to Bidders

Table of Contents

A. GENERAL	- 7 -
1. Introduction	- 7 -
2. Language of Bids.....	- 7 -
3. Code of Integrity	- 7 -
4. Conflict of Interest.....	- 9 -
5. Eligible Bidders and Goods.....	- 10 -
6. Bidders' Qualification.....	- 11 -
B. BIDDING DOCUMENTS	- 11 -
7. Content of Bidding Documents.....	- 11 -
8. Clarifications of Bidding Documents	- 11 -
9. Pre-Bid Meeting.....	- 12 -
10. Amendments to Bid Documents.....	- 12 -
C. PREPARATION OF BIDS	- 12 -
11. Documents Comprising the Bid	- 12 -
12. Price Schedule.....	- 13 -
13. Alternative Bids.....	- 14 -
14. Bid Prices.....	- 14 -
15. Bid Currency	- 14 -
16. Documents establishing the compliance in respect of Goods.....	- 15 -
17. Documents establishing the eligibility and Qualification of the Bidder	- 15 -
18. Period of validity of Bids.....	- 15 -
19. Bid Security	- 16 -
20. Format and Signing of Bids	- 16 -
D. SUBMISSION AND OPENING OF BIDS	- 17 -
21. Submission of Bids.....	- 17 -
22. Deadline for Submission of Bids.....	- 17 -
23. Late Bids.....	- 18 -
24. Withdrawal, Substitution and Modification of Bids	- 18 -

25.	Opening of Bids.....	- 18 -
E. EVALUATION AND COMPARISON OF BIDS		- 19 -
26.	Confidentiality.....	- 19 -
27.	Preliminary Examination of Bids	- 19 -
28.	Clarification of Bids.....	- 20 -
29.	Immaterial Non-conformities in Bids	- 20 -
30.	Determination of Technical Responsiveness.....	- 21 -
31.	Nonconformities, Errors and Omissions	- 21 -
32.	Qualification of the Bidder.....	- 22 -
33.	Financial Evaluation and Comparison of Bids.....	- 22 -
34.	Correction of Arithmetical Errors.....	- 22 -
35.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	- 23 -
F. AWARD OF CONTRACT		- 23 -
36.	Award Criteria.....	- 23 -
37.	Purchaser's Right to vary Quantities during the validity of the Contract.....	- 23 -
38.	Notification of Award	- 24 -
39.	Performance Security.....	- 24 -
40.	Signing of Contract.....	- 24 -
Section III Bid Data Sheet (BDS).....		-25-26-
Section IV Evaluation and Qualification Criteria.....		-27-28-
Section V Schedule of Requirements.....		-29-42-
Section VI Bidding Forms.....		-43-54-

Section – II

Instructions to Bidders

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Goods/Items and related services as **specified in the Section III - Bid Data Sheet (BDS)**, the Purchaser as **specified in the BDS**, has issued these Bidding Documents for the supply of Goods/Items and related services **as specified in Section V - Schedule of Requirements**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid, and submitting the same to the Purchaser, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by bidders.
- 1.4 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Purchaser shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

2. Language of Bids

- 2.1 Bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the Purchaser, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 The Purchaser and Bidders to uphold the Code of Integrity, which prohibits officers or employees of the Purchaser or a person participating in a procurement process, in respect of the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the Purchaser and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Purchaser, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in -
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the bidder from the procurement process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) forfeiture or encashment of any other security or bond relating to procurement;
- d) recovery of payments made by the Purchaser along with interest thereon at bank rate;
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- f) debarment of the bidder from participation in any future procurements of Purchaser for a period not exceeding three years.

4. Conflict of Interest

- 4.1 Conflict of Interest for the Purchaser or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 4.2 Purchaser describes the situations in which a Purchaser or its personnel may be considered to be in Conflict of Interest including, but are not limited to the following -
- a) Conflict of Interest occurs when the private interests of Purchaser or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
 - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Purchaser, employment after retirement from service or of relatives or the receipt of a gift that may place the Purchaser or its personnel in a position of obligation;
 - c) Conflict of Interest also includes the use of assets of the Purchaser including human, financial and material assets, or the use of the office of the Purchaser or knowledge gained from official functions for private gain or to prejudice the position of someone the Purchaser or its personnel does not favour.
 - d) Conflict of Interest may also arise in situations where the Purchaser or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Purchaser.
- 4.3 The situations in which bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following –
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Purchaser that are directly or indirectly involved in or related to the procurement process or execution of the contract.
 - b) If they receive or have received any direct or indirect subsidy from any other bidder.
 - c) If they have the same legal representative for purposes of the bid.
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another.
 - e) If they participate in more than one bid in the same bidding process.
 - f) If they have controlling partners in common.

- g) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way.
- 4.4 In the 'Letter of Technical Bid' to be submitted by the bidder, as per the format given in **Section VI - Bidding Forms**, all bidders shall provide a signed statement that the bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;
- 4.5 In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit a bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

5. Eligible Bidders and Goods

- 5.1 Bidder shall be a private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India.
- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any bidder participating in the procurement process shall –
 - (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
 - (iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
 - (iv) not be debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under them, WHO, FIND or GFATM as on the date of opening of bids and inform the purchaser in case they are being debarred by any procurement entity during the process of procurement process or during the execution of the contract (if awarded the contract).

5.4 All goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5.5 In the ‘Letter of Technical Bid’ to be submitted by the bidder, as per format given in **Section VI - Bidding Forms**, all bidders shall provide a signed statement that the bidder fulfils the eligibility requirements given in ITB Para 5;

6. Bidders’ Qualification

6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

7.1 The Bidding Documents shall include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 10.

- Section I Notice Inviting Bids (NIB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet (BDS)
- Section IV Evaluation and Qualification Criteria
- Section V Schedule of Requirements
- Section VI Bidding Forms
- Section VII General Conditions of Contract (GCC)
- Section VIII Special Conditions of Contract (SCC)
- Section IX Contract Forms

7.2 Unless downloaded directly from the Purchaser’s website **as specified in the BDS**, Purchaser shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarifications of Bidding Documents

8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids as **specified in the BDS**.

- 8.2 The Purchaser shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website as **specified in the BDS**.
- 8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure given under ITB Para 10.

9. Pre-Bid Meeting

- 9.1 In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.
- 9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of business on the next working day. The Purchaser shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 10 below shall be issued, which shall be binding on all prospective bidders.

10. Amendments to Bid Documents

- 10.1 At any time prior to the deadline for submission of bids, the Purchaser may, pursuant to ITB Para 8 and 9 and for any reason deemed fit, amend or modify the Bidding Documents by issuing Amendment(s).
- 10.2 Such Amendment(s) will be published on Purchaser's website **as specified in the BDS** and the same shall be binding on all prospective Bidders.
- 10.3 In order to give reasonable time to prospective bidders to take necessary action in preparing their bids, the Purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the Purchaser's website. The Purchaser shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Purchaser's website.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

- 11.1 The bidder shall follow a two-bid system, i.e. **'Technical Bid'** and **'Financial Bid'**, as **specified in the BDS** while submitting their bids and shall comprise of the following documents.

11.2 Checklist of documents comprising the Technical Bid: -

(i)	Letter of Technical Bid as per Form provided in Section VI – Bidding Forms -Tech Form 1
(ii)	Bidder Information Form as per Form provided in Section VI: Bidding Forms ; Tech Form 2
(iii)	Technical Specification Compliance Sheet as per Form provided in Section VI: Bidding Forms ; Tech Form 3
(iv)	Bid Security Declaration (format of bid security declaration form enclosed at Tech Form 4) furnished in accordance with ITB Para 19 (for MSME exempt from Bid Security), or for Bidders submitting online bid security should submit the receipt of the online deposit.
(v)	Documents establishing the compliance of Goods (like technical catalogue, brochures / product data sheet) in accordance with ITB Para 16 ;
(vi)	Supporting documents showing the qualification of the bidders in accordance with ITB Para 17.2;
(vii)	Copies of at least one PO to substantiate experience of work
(viii)	Copy of IT returns for financial years (i.e. 2020-21, 2021-22 and 2022-23). Along with CA certified Annual turnover certificate
(ix)	Copy of PAN card, GST registration certificate, MSME,
(x)	Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
(xi)	Undertaking on bidder's letter head for acceptance of all terms & conditions of the bid document along with the acceptance for rate contract for remaining 51 sites on same price and terms & conditions.

11.3 Checklist of documents comprising the Financial Bid:-

- (i) Letter of Financial Bid as per Form provided in Section VI – Bidding Forms; (FIN Form 1)

(Financial Bid must be submitted separately for each schedule with password protected) and if not found password protected, it will be considered as non-responsive and will not be evaluated further.

12. Price Schedule

- 12.1 The Letter of Financial Bid for Price Schedule shall be prepared as per the Forms furnished in Section VI: Bidding Forms. (FIN Form 1) The form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled-in with the information requested.

The 'Letter of Financial Bid' should be included in the financial bid and must not be attached to the technical bid

- 12.2 The prices quoted by the bidder should be on a firm and fixed basis during the performance of the contract, except for duties and taxes on finished goods. A bid submitted with an adjustable

price quotation will be treated as non-responsive and will be rejected. Prices should be inclusive of all applicable warranty, Packing, logistics and handling charges etc.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the Bid data sheet (BDS)**, alternative bids shall not be considered and no bidder should submit more than one bid or model for each schedule and if found will be considered non-responsive.

14. Bid Prices

- 14.1 The prices quoted by the Bidder in the Price Schedule shall conform to the requirements specified below.
- 14.2 Goods/Item there under must be listed and priced separately in the Price Schedule. The price quoted shall correspond to 100% of the items and *price schedule need to be submitted separately for each schedule* with password protected.
- 14.3 The price to be quoted in the 'Letter of Financial Bid' in accordance with ITB Para 12.1 shall be the total price of the bid. **The 'Letter of Financial Bid' should be included in the financial bid and must not be attached to the technical bid**
- 14.4 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 14.5 The price shall be quoted as specified in the Form of Price Schedule given in Section VI - Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:
- (i) the unit and total price of the Goods on DDP (Delivered Duty Paid) – Consignee Location basis;
 - (ii) Goods and Services Tax (GST) payable on the Goods and related services if the contract is awarded

15. Bid Currency

- 15.1 The bidder should submit its quote in **Indian Rupees only**.
- 15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing the compliance in respect of Goods

- 16.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Bid, **Technical Specification Compliance Sheet** as per Form provided in **Section VI: Bidding Forms, Tech Form-3** and the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section V(D) of Schedule of Requirements**.
- 16.2 The documentary evidence may be in the form of literature, drawings or data and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the **Section V (D) of Schedule of Requirements**.
- 16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V (D) of Schedule of Requirements.

17. Documents establishing the eligibility and Qualification of the Bidder

- 17.1 To establish Bidder's their eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Technical Bid, included in **Section VI - Bidding Forms, Tech Form 1**.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation Criteria**.

18. Period of validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB Para 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Purchaser shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Purchaser will be final and binding in this regard.

19. Bid Security

The Bidder shall furnish as part of its bid, a bid security in the amount as specified:

19.1 The bid security shall be in the following form: -

- (i) Deposit through Digital mode as specified in the BDS; or
- (ii) Any other form as specified in the BDS

Sch No.	Sl. No	Description of Goods/Items	Total Quantity to be supplied (Nos.)	EMD (In INR.)
I	1	Anemometer	184	76,000
II	2	Vaneometer	184	52,000
III	3	Measuring Tape	184	51,000
	4	Laser-operated measuring tape	184	

19.2 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid ..

19.3 Any bid not accompanied by Bid Security Amount as specified in ITB Para 19.1 above shall be rejected by the Purchaser as non-responsive.

19.4 The Micro and Small Enterprise (MSE) bidders, registered with MSME or those registered with NSIC or are registered with Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of bid security. In such case, bidder should submit copy of MSME or National Small Industries Corporation (NSIC) registration and documents showing exemption from submission of bid security. In lieu of bid security bidder needs to submit the bid security declaration form (format of bid security declaration form enclosed at **Section VI: Bidding Forms, Tech Form-4**).

19.5 No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit.

19.6 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract. and furnishing the Performance Security pursuant to ITB Para 39.

19.7 The EMD shall be forfeited by the Purchaser in the following events:

- (a) When the bidder withdraws or modifies its bid during the validity of bids as specified in the Letter of Bid; or
- (b) when the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, (i) fail or refuses to execute the Contract; or (ii) fail to furnish the Performance Security, if required in accordance with the Bid Documents.
- (c) If the bidder tries to influence the evaluation process and breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 3.

20. Format and Signing of Bids

- 20.1 The Bidder shall submit the bids as per the instruction mentioned in the BDS.
- 20.2 The Technical Bid and original of the Financial Bid shall be typed or written in ink with all pages serially numbered and signed by the bidder or a person duly authorized to sign on behalf of the bidder in token of acceptance of the terms and conditions of the Bidding Documents. This authorization shall consist of a written confirmation **as specified in the BDS** which shall be attached to the Bid.
- 20.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled by the person signing the bid.

D. SUBMISSION AND OPENING OF BIDS

21. Submission of Bids

- 21.1 Bidders need to submit their bids electronically to **Procurement.in@finddx.org** as mentioned below and as specified in the BDS. Bidders can quote for any no. of schedules. Evaluation will be done schedule-wise.

Two bid system :- The bidder shall submit their bids via e-mail following the two-bid system comprising of :-

- (i) **Technical bid** (*in a PDF non-editable format*) consisting of all technical details along with commercial terms and conditions; and
- (ii) **Financial bid** (*in a PDF non-editable format and password protected*) separately for each schedule indicating item-wise price as per Fin Form 1

IMP NOTE:

- **The Technical Proposal and Financial Proposal should be submitted as two separate non-editable PDF attachments via e-mail to Procurement.in@finddx.org. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid along with the name of the bidder. Please note that the Financial Proposals should be password protected.**
- **The Password need to be disclosed/confirmed by bidder at the time of financial bid opening.**
- **Due to technical reasons, bids upto 50 MB can be received at the above-mentioned e-mail ID. In case, the bid size is more than 50 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID.**

- 21.2 The written confirmation of authorization to sign on behalf of the Bidder shall be as specified in BDS

22. Deadline for Submission of Bids

- 22.1 Bids must be submitted before the given deadline and no later than the date and time **specified in the BDS**.

- 22.2 The date of submission and opening of bids shall not be extended except when –
- a) Adequate number of bids have not been received within the given time and the Purchaser is of the opinion that further bids are likely to be submitted if time is extended; or
 - b) the Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.
- 22.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.

23. Late Bids

- 23.1 Bidder will not be able to submit bids after closing of the deadline (date and time) for the submission of the bid as specified in the BDS.

24. Withdrawal, Substitution and Modification of Bids

- 24.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorized in writing and such letter of authority shall be enclosed with the bid. Such withdrawal notice should also be sent **via e-mail to Procurement.in@finddx.org**, with both, the subject line and the text of the e-mail in BOLD clearly mentioning ‘**WITHDRAWAL NOTICE**’. The corresponding substitution or modification of the bid as required must accompany the written notice. Such written notice shall be –
- (a) submitted in accordance with the Bidding Documents clearly marked as “Withdrawal,” “Substitution,” or “Modification” as applicable, and
 - (b) received by the officer authorized to receive the bids electronically prior to the last time and date fixed for receiving of bids.
- 24.2 Bids requested to be withdrawn shall be returned unopened to the bidders.
- 24.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

25. Opening of Bids

- 25.1 The Technical Bid will be opened online through Microsoft Teams at the first instance.
- 25.2 The Purchaser will prepare minutes of the technical bid opening at the end of the opening session, The list shall also contain the name, e-mail and mobile telephone number of the

representatives and the corresponding names and addresses of the bidders they represent. The minutes should be signed by bid opening committee members. Presence of authorized representatives of the bidders is not mandatory.

- 25.3 The purchaser shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. ***if any financial proposal is not password protected, it will be considered as non-responsive and will not be evaluated further***
- 25.4 After the detailed technical evaluation of bids is completed, the Purchaser shall notify those Bidders whose Bids are found non-responsive at technical evaluation stage, their Financial Bids will not be opened.
- 25.5 The Purchaser shall simultaneously notify in writing those Bidders that have qualified during the technical evaluation stage and inform them of the date, time and location for the opening of the Financial Bids. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Bids is optional and is at the Bidder's choice.
- 25.6 The Financial Bids shall be opened by the Purchaser in the presence of the representatives of those Bidders found qualified during technical evaluation stage. These Financial Bids shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Bids. However, the presence of authorized representatives of bidders is not necessary in opening of financial as opening is online.
- 25.7 No bid shall be rejected at the time of bid opening except the late bids

E. EVALUATION AND COMPARISON OF BIDS

26. Confidentiality

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

27. Preliminary Examination of Bids

- 27.1 The Bid Evaluation Committee constituted by the Purchaser shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- i. That the bid is signed. Bid can either be digitally signed or the scanned copies can be manually signed and stamped,
- ii. All the required documents have been submitted
- iii. Copy of Certificate of GST Registration
- iv. Copy of MSME registration (if applicable)
- v. Copy of PAN Card
- vi. the bid is valid for the period, specified in the bidding documents;
- vii. that the bid is accompanied by due Bid Security/bid security declaration (if exempted)
- viii Bidder agreed to terms and conditions of bid including delivery period
- ix Bidder has agreed to give the required performance security as mentioned in the bid document

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 28.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;
- 28.3 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 Committee in the evaluation of the financial bids.
- 28.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.
- 28.5 All communication generated as above shall be included in the record of the procurement proceedings.

29. Immaterial Non-conformities in Bids

- 29.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 29.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, GSTIN Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;
- 29.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder under ITB Para 29.2.

30. Determination of Technical Responsiveness

- 30.1 The Bid Evaluation Committee constituted by the Purchaser shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 30.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
- (a) “deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- 30.3 A “material deviation, reservation, or omission” is one that,
- (a) If accepted, shall:-
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Purchaser or the obligation of the Bidder under the proposed contract; or
 - (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 30.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- 30.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 30.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

31. Nonconformities, Errors and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 31.2 Provided that a bid is substantially responsive, the Purchaser or authorised representative 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.

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

32. Qualification of the Bidder

- 32.1 The evaluation committee shall determine to its satisfaction whether the Bidder meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 17
- 32.3 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/Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

33. Financial Evaluation and Comparison of Bids

- 33.1 In order to evaluate Financial Bids, the Purchaser shall consider the following:
- (a) evaluation will be done schedule-wise, as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB Para 14.
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 34
 - (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31
 - (d) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**
- 33.2 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 33 to determine the lowest evaluated bid for each schedule. The comparison shall be on the basis of DDP (place of final destination) prices, together with prices for any required applicable warranty, installation, training, commissioning.

34. Correction of Arithmetical Errors

- 34.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected,
 - (b) if there is an error in a calculation of the 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.
- 34.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 34.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 34.1, shall result in the rejection of the Bid

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

- 35.1 The Purchaser reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Purchaser shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. AWARD OF CONTRACT

36. Award Criteria

- 36.1 The Purchaser shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 36.2 The contract shall not be awarded to more than one bidder by splitting the quantity as given in Schedule of Requirements.

37. Purchaser's Right to vary Quantities during the validity of the Contract

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

38. Notification of Award

- 38.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 38.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 38.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 38.1, requests in writing the grounds on which its bid was not selected.

39. Performance Security

- 39.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in **Section IX: Contract Forms**, or another Form acceptable to the Purchaser.
- 39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 39.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

40. Signing of Contract

- 40.1 Promptly after notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 40.3 The contract shall be valid for the period as mentioned in the BDS

Section III – Bid Data Sheet (BDS)

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

ITB Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: <i>RFP/AIC Engineering tools/11/2024</i> The Purchaser is: Foundation for Innovative New Diagnostics (FIND), India
ITB 7.2	https://www.finddx.org
	B. Bidding Documents
ITB 8.1	The Purchaser's e-mail address for the purpose of any clarification is: E-mail: procurement.in@finddx.org Bidders should send their written requests for clarification via e-mail, if any up to 1700 hrs. on 11/11/2024 .
ITB 8.2	http://www.finddx.org
ITB 9.1	Pre-Bid Meeting shall be scheduled online : yes Time, Date, venue and name of contact person for pre-bid meeting are specified as under: Time and Date: 3:00 PM on 19/11/2024 The meeting shall be held online. Prospective bidder may use the below link to join Pre-bid meeting Join the meeting now Meeting ID: 319 865 757 042 Passcode: 2Xu2qR Name of contact person: Contact Details: e-mail: procurement.in@finddx.org Bidders are advised to check the Purchaser's website prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
ITB 10.2	http://www.finddx.org
	C. Preparation of Bids
ITB 11.1	Bidders need to submit their bids electronically to Procurement.in@finddx.org as mentioned below and as specified in the BDS. Bidders can quote for any no. of schedules. Evaluation will be done schedule-wise. Two bid system :- The bidder shall submit their bids via e-mail following the two-bid system comprising of :- (i) Technical bid (in a PDF non-editable format) consisting of all technical details along with commercial terms and conditions; and

	(ii) Financial bid (in a PDF non-editable format and password protected) separately for each schedule indicating item-wise price as per Fin Form 1 IMPNOTE: Both Technical Proposals and Financial Proposals should be submitted as two separate non-editable PDF attachments via e-mail. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid. Please note that the Financial Proposals should be protected. The Password needs to be disclosed/confirmed by the bidder at the time of financial bid opening. <i>If any financial proposal is not a password protected, it will be considered non-responsive and will not be evaluated further</i>															
ITB 13.1	Alternative Bids <i>shall not be</i> considered. No bidder should submit more than one bid and model for same schedule and if found will be considered non-responsive.															
ITB 14.4	The price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, except for GST, payable on Goods and related services.															
ITB 18.1	The bid validity period shall be <i>120 days after the deadline for bid submission.</i>															
ITB 19.2 (a)	<table><tr><td colspan="2">Bid Security deposit through digital mode is permitted. The Bank details are as under:</td></tr><tr><td>Name of Account Holder</td><td>Foundation for Innov New Dia In-Sav</td></tr><tr><td>Bank's Name and address</td><td>Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001</td></tr><tr><td>A/c No</td><td>5713170013</td></tr><tr><td>MICR Code</td><td>110037002</td></tr><tr><td>IFSC/NEFT/RTGS CODE</td><td>CITI0000002</td></tr><tr><td>SWIFT CODE</td><td>CITIINBX</td></tr></table>		Bid Security deposit through digital mode is permitted. The Bank details are as under:		Name of Account Holder	Foundation for Innov New Dia In-Sav	Bank's Name and address	Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001	A/c No	5713170013	MICR Code	110037002	IFSC/NEFT/RTGS CODE	CITI0000002	SWIFT CODE	CITIINBX
Bid Security deposit through digital mode is permitted. The Bank details are as under:																
Name of Account Holder	Foundation for Innov New Dia In-Sav															
Bank's Name and address	Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001															
A/c No	5713170013															
MICR Code	110037002															
IFSC/NEFT/RTGS CODE	CITI0000002															
SWIFT CODE	CITIINBX															
ITB 19.2 (b)	Other acceptable forms of Bid Security: NA															
	D. Submission and Opening of Bids															
ITB 22.1	Purchaser's mail ID for bid submission is: Procurement.in@finddx.org															
ITB 25.1	Firstly, the Technical Proposals will be opened on the same day on 28/11/2024 at 1600 hrs by the Bid Opening Committee through an online platform (Microsoft Teams). The Bidders' authorized representatives can join the bid opening meetings online, the link for which will be shared by the Purchaser in advance. After completion of technical evaluation, the Financial Proposals of technically qualified bidders shall be opened by the Bid Opening Committee, through an online platform (Microsoft Teams). The invitation will be sent to the Technically qualified bidders.															
	E. Evaluation and Comparison of Bids															
ITB 33.1	Bids will be evaluated for each Schedule separately															
ITB 33.4	<i>Evaluation shall be done schedule wise taking into account the total cost of all the items inclusive of all duties, taxes, applicable warranty and other charges etc.</i>															
ITB 37.1	The maximum percentage by which quantities may vary is: ±25% (Twenty Five per cent)															
ITB 40.3	The contract will be valid for 12 months. Initially, the contract will be awarded for 133 sites, and the remaining 51 sites will have a rate contract that can be procured within the next year after the award of the initial contract															

Section IV – Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 30 and 32 no other factors, methods or criteria shall be used.

1. Evaluation (ITB 32)

1.1. Evaluation Criteria {ITB 33.1 (e)}

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

- a) substantially responsive to the bidding document, and
- b) the lowest evaluated cost, with the applicable warranty as specified in section V-D. Technical Specifications.
- c) The determination of the bidder quoting the lowest evaluated cost shall be based on the comparison of the evaluated bid price carried out on a “Delivered Duty Paid (DDP) consignee site basis”,

2. Qualification of the Bidder (ITB 32)

2.1 Qualification Requirements (ITB 32.1)

After preliminary scrutiny of bids in accordance with ITB Para 27 above, Bidder’s shall be assessed for their qualification for the items quoted by them as per criteria given below:

The Purchaser shall carry out the qualification assessment of the Bidder in accordance with ITB 32, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

i) Experience and Technical Capacity

- a) Bidder should be in the business of manufacturing / supplying similar Goods as specified in the bid at least three years prior to bid opening.
- b) should have manufactured/supplied similar Goods (similar goods means supply of engineering tools/equipment/calibration tools) and need to provide a copy of at least one PO for the same.
- c) should have achieved an average annual turnover during the last three financial years (2020-21, 2021-22 and 2022-23), as per the table below: and need to provide the CA-certified Annual Turnover certificate along with ITR for financial years 2020-21, 2021-22 and 2022-23.

Sch	Sl. No.	Description of Goods/Items	Minimum Average Annual Turnover in last three financial years (2020-21, 2021-22 and 2022-23)*
I	1	Anemometer	9,51,000
II	2	Vaneometer	6,52,000
III	3	Measuring Tape	6,41,000
	4	Laser-operated measuring tape	

**** If a bidder is bidding for more than 1 schedule, then the turnover requirement for the bidder should be sum of turnover requirements for individual schedules that the bidder is bidding for.**

Note:- In case of MSEs,/startups (defined by Department of Industrial Policy and Promotion) the above criteria pertaining to Financial Turnover and Past Experience shall be relaxed subject to their submission of either of the certifications – NSIC or MSE (as per the Manual for Procurement of Goods 2017 (updated June, 2022) issued by DoE, MoF, Govt. of India).

Section V – Schedule of Requirements

A. List of Goods/ Items required:

Sch No.	Sl. No.	Description of Goods/Items	Quantity to be supplied (Nos.)
I	1	Anemometer	184
II	2	Vaneometer	184
III	3	Measuring Tape	184
	4	Laser-operated measuring tape	184

B. Delivery & Completion Schedule:

The delivery shall be made within **90 days** from the date of issue of the Notification of Award (NOA).

C. Consignee-wise Quantity Distribution of Goods/Items and detailed addresses of consignees:

Sl. No.	Site	State	Address with pincode	Anemometer	Vaneometer	Measuring Tape	Laser operated measuring tape
1	Warangal	Telangana	Warangal Govt. Chest & TB Hospital. KWC Road, Bank Colony Main Rd, Hanumakonda, Telangana 506001	1	1	1	1
2	Tirupathi	Andhra Pradesh	SVRRGGH (Ruya Hospital). Alipiri Rd, Alipiri Gate, Sri Padmavati Mahila Visvavidyalayam, Tirupati, Andhra Pradesh 517507	1	1	1	1
3	Guntur	Andhra Pradesh	Govt. Hospital for Chest and Communicable diseases (Govt. Fever Hospital)Amaravathi road, Gorantla, Guntur 522034	1	1	1	1
4	Visakhapatnam	Andhra Pradesh	Government Hospital for Chest and & Communicable Diseases, Opp. Mental Hospital, Peda waltair, Visakhapatnam - 530017	1	1	1	1
5	Kozhikode	Kerala	Institute of Chest Diseases, Dept of Pulm medicine. Government Medical College, Kozhikode, Kerala 673008	1	1	1	1
6	Ghaziabad	UP	District TB Hospital, Ghaziabad, MMG Hospital Campus PIN- 201001	1	1	1	1
7	Aundh, Pune	Maharashtra	Aundh Chest Hospital, No 13 to 15, PCH Campus Road, Aundh Camp,Near New Sangavi, Defence Area,Pune – 411027	1	1	1	1
8	Miraj	Maharashtra	Miraj Med College, Pandharpur Road, Miraj, Dist-Sangli, Pincode- 410410	1	1	1	1
9	Thane	Maharashtra	Rajiv Gandhi Medical College Chhatrapati Shivaji Maharaj Hospital, Thane - Belapur Rd, Kalwa West, Budhaji Nagar, Kalwa, Thane, Maharashtra 400605	1	1	1	1
10	Khammam	Telangana	District TB hospital center, Govt District hospital, Khammam, Telangana 507002	1	1	1	1
11	Hyderabad	Telangana	Govt General and Chest Hospital, Opp ESI Bus Stop, Kalyan Nagar Phase 1, Erragadda, Hyderabad, Telangana 500038	1	1	1	1

12	Chandigarh	Chandigarh UT	Government Medical College & Hospital - Sector 32, Chandigarh, 160047	1	1	1	1
13	Nashik	Maharashtra	Dr. Vasantrao Pawar Medical College, Hospital & Research Center Mumbai - Agra National Hwy, Vasantdanagar, Adgaon, Nashik, Maharashtra 422207	1	1	1	1
14	Nagpur	Maharashtra	Government Medical College 3688, Rambagh, Nagpur, Maharashtra 440003	1	1	1	1
15	Aurangabad	Maharashtra	Government Medical College, University Rd, Jubilee Park, Aurangabad, Maharashtra 431004	1	1	1	1
16	Akola	Maharashtra	Government Medical College, Near, Ashok Vatika, district Collector Office Road, Bhandaraj BK, Akola, Maharashtra 444001	1	1	1	1
17	Goa	Maharashtra	Chest & TB Hospital under Government Medical College, Electricity Colony, Santa Inez, Taleigao, Goa 403001	1	1	1	1
18	Ajmer	Rajasthan	Dept of Respiratory Diseases, J L N Medical College, Ajmer- 305001	1	1	1	1
19	Bikaner	Rajasthan	Dept of Respiratory Diseases, S P Medical College, Bikaner - 334001	1	1	1	1
20	Jaipur	Rajasthan	Institute of Respiratory Diseases (SMS Medical College), Subhash Nagar, Jaipur - 302016	1	1	1	1
21	Jodhpur	Rajasthan	Dr C R Choudhary , Dept of Respiratory Diseases, K N Chest Hospital, Dr S N Medical College, Jodhpur - 342008	1	1	1	1
22	Udaipur	Rajasthan	Dept of Respiratory Diseases, TB Hospital Bari, Tehsil-Badgaon, Udaipur - 313001	1	1	1	1
23	Trivandrum	Kerala	Dept of Respiratory Diseases,(Govt Medical College, Trivandrum) Chest Disease Hospital, Pulayanarkotta - 695011	1	1	1	1
24	Srinagar	J&K UT	Chest Disease Hosp, GMC, Buchwara - Dalgate Rd, Srinagar 190001, Jammu and Kashmir	1	1	1	1
25	Jammu	J&K UT	Chest Diseases Hospital Govt. Medical College Jammu, 180001, J&K	1	1	1	1
26	Leh	Ladakh UT	Govt. S.N.M. Hospital, Old Leh Rd, Leh-Ladakh, 194101	1	1	1	1

27	Coimbatore	Tamil Nadu	Coimbatore Medical College Hospital, Trichy Road near Lanka Corner, Coimbatore 641018	1	1	1	1
28	Vellore	Tamil Nadu	Government Vellore Medical College – GVMC, Adukkamparai Vellore, Tamil Nadu 632011	1	1	1	1
29	Meerut	UP	Lala Lajpat Rai Memorial Hospital, Garh Road, Meerut (UP-250002)	1	1	1	1
30	Kanpur	UP	Dr Murari Lal Chest Hospital, Rawatpur, Near Gol Chauraha, Sarvodaya Nagar, Kanpur, Uttar Pradesh 208002	1	1	1	1
31	Kolkata	WB	STM TB Hospital, Boral Main Rd, Prantik Pally, Garia, Kolkata, West Bengal 700084	1	1	1	1
32	Howrah	WB	TLJ State General Hospital, 252, G. T. Road, Near Satyabala Telephone Exchange, Liluah, Howrah, WB 711204	1	1	1	1
33	Dhanbad	Jharkhand	Sadar District Hosp Govindpur Rd, Kasturba Nagar, Dhanbad, Jharkhand 826001	1	1	1	1
34	Patiala	Punjab	Padam Shri Dr Khushdeva Singh Chest Diseases Hospital, T B Hospital Road, Patiala-147001, Punjab, India	1	1	1	1
35	Lucknow	UP	Kasturba Chest Hospital King George Medical University, (KGMU) Shah Mina Road, Chowk, Lucknow, Uttar Pradesh 226003	1	1	1	1
36	Moradabad	UP	Pandit Deen Dayal Upadhyay Combined District Hospital, Civil Lines, Moradabad, UP 244001	1	1	1	1
37	Amritsar	Punjab	Chest and TB Department, Government Medical College, Circular Road, Amritsar, Punjab 143001	1	1	1	1
38	Gangtok	Sikkim	Department of Respiratory Medicine and TB, STNM Multispecialty Hospital, Sochakgang, Lower Burtuk, Upper Sichey Rd, Gangtok, Sikkim 737101	1	1	1	1
39	Jalpaiguri	WB	RATB Chest Hospital, Jalpaiguri, West Bengal 735102	1	1	1	1
40	Guwahati	Assam	LGB Chest Hospital, Birubari, Guwahati (Kamrup Metro) 781016	1	1	1	1

41	Shillong	Meghalaya	RP Chest Hospital, Jhalupara, Upper Mawprem, Garikhana, East Khasi Hills, Shillong- 793002	1	1	1	1
42	Rohtak	Haryana	Pt. Bhagwat Dayal Sharma Post Graduate Institute of Medical Sciences (PGIMS) Medical Road, Rohtak, Haryana 124001	1	1	1	1
43	Anantapur	Andhra Pradesh	Rural Development Trust Hospital, Bathalapalli, Kadiri Road, Anantapur HO, Anantapur, Andhra Pradesh - 515001	1	1	1	1
44	Etawah	UP	Uttar Pradesh University of Medical Sciences, Saifai Medical College, Saifai, Uttar Pradesh- 206130	1	1	1	1
45	Kannauj	UP	Government Medical College, Tirwaganj, Kannauj, Uttar Pradesh- 209732	1	1	1	1
46	Agra	UP	S.N. Medical College, Motikatra, Rajamandi, Agra- 282002	1	1	1	1
47	Aligarh	UP	J.N. Medical College, Aligarh Muslim University, Aligarh, UP- 202002	1	1	1	1
48	Thanjavur	Tamil Nadu	Thanjavur Medical College, Medical College Road, Thanjavur, Tamil Nadu-613004	1	1	1	1
49	Madurai	Tamil Nadu	Government Rajaji Hospital, Alwarpuram, Madurai, Tamil Nadu-625009	1	1	1	1
50	Tambaram	Tamil Nadu	Government Hospital of Thoracic Medicine, Tambaram, Chennai, Tamil Nadu- 600047	1	1	1	1
51	Raipur	Chhattisgarh	Dr. Bhimrao Ambedkar Memorial Hospital, Jail Road, Opp. Central Jail, Moudhapara, Raipur, Chhattisgarh- 492000	1	1	1	1
52	Bilaspur	Chhattisgarh	Chhattisgarh Institute of Medical Sciences, Sadar Bazaar Road, Chhattisgarh- 495001	1	1	1	1
53	Varanasi	UP	NDRTB Centre, IMS, BHU, Sir Sundar Lal Hospital, Institute of Medical Sciences, BHU, B2/F1, Varanasi-221005, Uttar Pradesh	1	1	1	1
54	Prayagraj	UP	Moti Lal Nehru Medical College, Mahatma Gandhi Marg, Civil Lines, Prayagraj-211001, Uttar Pradesh	1	1	1	1
55	Teliyarganj	UP	Government TB Hospital, Pitamber Nagar, Teliyarganj-211002, Prayagraj, UP	1	1	1	1
56	Jhansi	UP	MLB Medical College, Jhansi-284128	1	1	1	1

57	Ranchi	Jharkhand	Sadar Hospital, Purulia Road, Ranchi-834001	1	1	1	1
58	Khuzama, Kohima	Nagaland	District TB and Chest Diseases Hospital, Khuzama - 797005, Kohima, Nagaland	1	1	1	1
59	Imphal	Manipur	JN Institute of Medical Sciences, Porompat, Khongnang Makhong, Imphal-795004, Manipur	1	1	1	1
60	Aizawl	Mizoram	District TB Centre, Aizawl-796005, Mizoram	1	1	1	1
61	Silchar	Assam	Silchar Medical College & Hospital, Ghungoor, Silchar-788014 Assam	1	1	1	1
62	PMCH, Patna	Bihar	Patna Medical College and Hospital, Ashok Rajpath, Patna-800004	1	1	1	1
63	IGIMS, Patna	Bihar	Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna-800014	1	1	1	1
64	Nagpur	Maharashtra	NKP Salve Institute of Medical Sciences & Research Centre And Lata Mangeshkar Hospital, Department of Pulmonary Medicine, Police Nagar CRPF Rd, Digdoh Hills, Police Nagar, Nagpur, Maharashtra 440019	1	1	1	1
65	Latur	Maharashtra	Government Medical College, Mataji Nagar, Moti Nagar, Latur, Maharashtra 413512	1	1	1	1
66	Gorakhpur	UP	B.R.D. Medical College Gorakhpur, Department of Pulmonary Medicine, Uttar Pradesh 273013	1	1	1	1
67	Bareilly	UP	Maharana Pratap District Hospital, Civil Lines, Bareilly, Uttar Pradesh 243003	1	1	1	1
68	Haldwani	Uttarakhand	Dr. Susheela Tiwari Government Hospital and GMC, Department of Pulmonary Medicine, Rampur Rd, Haldwani, Uttarakhand 263129	1	1	1	1
69	Basti	UP	Badridas Gauridatt TB Hospital, Manghariya, Basti, Uttar Pradesh 272002	1	1	1	1
70	Ujjain	Madhya Pradesh	Ruxmaniben Deepchand Gardi Medical College, Department of Pulmonary Medicine, Agar Road, Village Surasa, Ujjain, Madhya Pradesh 456001	1	1	1	1

71	Indore	Madhya Pradesh	Manorama Raje TB and Respiratory Diseases Institute, K E H Compound, Opposite Gokuldas Hospital, Indore, Sarjuprasad Marg, Maharaja Yeshwantrao Hospital Backside Rd, South Tukoganj, Indore, Madhya Pradesh 452001	1	1	1	1
72	Bhopal	Madhya Pradesh	RIRD under Gandhi Medical College, Department of Pulmonary Medicine, TB Hospital, Idgah Hills, Bhopal, Madhya Pradesh 462001	1	1	1	1
73	Jabalpur	Madhya Pradesh	Victoria District Hospital, Badi Omti, Ganjipura Road, Ganjipura, Jabalpur, 2621831	1	1	1	1
74	Chhatarpur	Madhya Pradesh	Govt. TB Hospital, Nowgong, Chhatarpur – 471201	1	1	1	1
75	Gwalior	Madhya Pradesh	Gajra Raja Medical College, Department of Pulmonary Medicine, Veer Savarkar Marg, Gwalior – 474009	1	1	1	1
76	Jamnagar	Gujarat	Department of Pulmonary Medicine, Shri M P Shah Medical College, Pandit Nehru Marg, Indradeep Society, Jamnagar, Gujarat 361008	1	1	1	1
77	Vadodara	Gujarat	Medical College, Baroda and Sir Sayajirao General Hospital, Department of Pulmonary Medicine, Medical College, Baroda Vinoba Bhawe Rd, Anandpura, Vadodara, Gujarat 390001	1	1	1	1
78	Surat	Gujarat	GMC and New Civil Hospital, Department of Pulmonary Medicine, Ring Road, Opp Stem Cell Hospital, Khatodra Wadi, Majura Gate, Surat, Gujarat 395001	1	1	1	1
79	Patan	Gujarat	GMERS Medical College, Department of Pulmonary Medicine, Dharpur, Patan-Unjha State Highway, Patan, 384290, Gujarat.	1	1	1	1
80	Ahmedabad	Gujarat	BJ Medical College and Civil Hospital, Department of Pulmonary Medicine, Haripura, Asarwa, Ahmedabad, Gujarat 380016	1	1	1	1
81	Darbhanga	Bihar	Darbhanga Medical College, Laheriasarai, Darbhanga, Bihar 846001	1	1	1	1
82	Faridkot	Punjab	Guru Gobind Singh Medical College & Hospital, Sadiq Road, Faridkot, Punjab 151203	1	1	1	1

83	Kangra	Himachal Pradesh	Rajendra Prasad Government Medical College and Hospital, Tanda, Kangra, Himachal Pradesh 176001	1	1	1	1
84	Muzaffarpur	Bihar	Darbhanga Medical Collge, DMCH Rd, Allalpatti, Laheriasarai, Darbhanga, Bihar 846003	1	1	1	1
85	Cuttack	Odisha	S.C.B. Medical College and Hospital cuttack, Behera Colony, Mangalabag, Cuttack, Odisha 753001	1	1	1	1
86	Ganjam	Odisha	M.K.C.G Medical College, Berhampur, District - Ganjam, Odisha. Pin: 760 004	1	1	1	1
87	Burla	Odisha	Veer Surendra Sai Institute Of Medical Science And Research, Burla, Sambalpur, Odisha. Pin: 768017	1	1	1	1
88	Tirunelveli	Tamil Nadu	Tirunelveli Medical college, 3, High Ground Rd, Palayamkottai, Tirunelveli, Tamil Nadu 627011	1	1	1	1
89	Dibrugarh	Assam	AL-HAJ J.AHMED T.B. HOSPITAL, Assam Med college and Hospital DIBRUGARH, ASSAM 786002	1	1	1	1
90	Kolkata	West Bengal	RG Kar Medical College, 1, Khudiram Bose Sarani, Bidhan Sarani, Shyam Bazar, Kolkata, West Bengal 700004	1	1	1	1
91	Medinipur	West Bengal	St. Joseph's Hospital, Tantigeria, Midnapore, Khayerrulyachak Phulpah, West Bengal 721102	1	1	1	1
92	Sarguja	Chhattisgarh	DTC, District Hospital, Main Rd., Ambikapur, Chhattisgarh, 497001	1	1	1	1
93	Kota	Rajasthan	New Medical College & Hospital, Rangbari Road, Kota-324001	1	1	1	1
94	Gaya	Bihar	Superintendent, Anugrah Narayan Magadh Medical College & Hospital, Gaya-Sherghati Road, Gaya-823001	1	1	1	1
95	Agartala	Tripura	Agartala Government Medical College & GB Pant Hospital, Agartala-799006, West Tripura	1	1	1	1
96	Burdwan	West Bengal	Burdwan Medical College & Hospital, Burdwan-713101, West Bengal	1	1	1	1

97	Murshidabad	West Bengal	Murshidabad Medical College & Hospital, Station Road, Berhampore – 742101, West Bengal	1	1	1	1
98	Delhi	New Delhi	RBIPMT, Guru Teg Bahadur Nagar, Kingsway Camp, Delhi:110009	1	1	1	1
99	Bhagalpur	Bihar	Office of Superintendent, JLN Medical college hospital, Medical Campus, Mayaganj, Bhagalpur, Bihar 812001	1	1	1	1
100	Himachal Pradesh	Dharampur	TB Sanatorium Dharampur, Solan, TB sanatorium, Dharampur, Solan Himachal Pradesh 173209	1	1	1	1
101	Andhra Pradesh	Eluru	District TB Centre, West Godavari, Eluru GGH, NT Road, Eluru Railway Station, Eluru - 534005, Near Indian Hospital, Narasimharao Peta	1	1	1	1
102	Maharashtra	Raigad	MGM Medical College, 2483+PX9, Mumbai - Pune Hwy, MGM Campus, Kamothe, Panvel, Navi Mumbai, Maharashtra 410209	1	1	1	1
103	Chhattisgarh	Rajnandgaon	Govt Medical College, Rajnandgaon, Bharat Ratna Late Shri Atal Bihari Vajpayee Memorial Govt Medical College Pendri, Rajnandgaon (Chhattisgarh) - 491441	1	1	1	1
104	Himachal Pradesh	Hamirpur	Dr. Radhakrishnan Government Medical College Hamirpur, Himachal Pradesh. PIN 177001	1	1	1	1
105	Andhra Pradesh	Kakinada	DRTB RMC Kakinada, East Godavari, Kakinada GGH, GGH Road, Ayodyanagar, Kakinada - 533001 (Near Old Bus Stand)	1	1	1	1
106	Maharashtra	Kolhapur	Govt Medical College, Kolhapur, CPR Hospital, Dasara Chowk, Kavlapur, Kolhapur, Maharashtra 416012	1	1	1	1
107	Meghalaya	Tura	NDRTB centre, West Garo hills, Tura, DISTRICT TB HOSPITAL, KA ROAD, CHANDMARY, TURA, WEST GARO HILLS, MEGHALAYA, PIN-- 794002	1	1	1	1

108	Haryana	Sonipat	BPS Medical College, Sonipat, Khanpur Kalan, Haryana 131305	1	1	1	1
109	Maharashtra	Ahmednagar	Civil District Hospital, Ahmednagar, Tarapur Rd, opp. Sarda College, Patrakarchowk, Ahmednagar, Maharashtra 414001	1	1	1	1
110	Telangana	Nalgonda	District TB Centre, Nalgonda, District Government Hospital, Near RTC Bus Stand, Gollaguda, Nalgonda - 508001	1	1	1	1
111	Nagaland	Mokokchung	Chest Disease and TB hospital, Mokokchung, District TB Centre, Mokokchung - 798601, Nagaland	1	1	1	1
112	Delhi	Delhi	AIIMS, Delhi, DOTS centre, AIIMS, Delhi	1	1	1	1
113	Assam	Jorhat	Jorhat Medical College & Hospital, P5VW+22H, Kushal Konwar Path, Kushal Nagar, Barbheta, Jorhat, Assam 785001	1	1	1	1
114	Puducherry	Pondicherry	Government Hospital for Chest Diseases, Gorimedu, Pondicherry Chest & TB Hospital, Indira Nagar, Priyadarshini Nagar, Gorimedu, Pondicherry - 605006	1	1	1	1
115	Assam	Tinsukia	District TB Centre, Tinsukia, Tinsukia Civil Hospital, Sector-1, Bardoloi Nagar, Tinsukia Assam- 786125	1	1	1	1
116	Sikkim	North Sikkim	Mangan District Hospital, North Sikkim, District Hospital, Mangan - 737116, Sikkim	1	1	1	1
117	Sikkim	West Sikkim	District Hospital Gyalshing, West Sikkim, District Hospital, Gyalshing - 737111, West Sikkim	1	1	1	1
118	Odisha	Balasore	DTC, Balasore, FMMCH, Januganj Rd, Kalidaspur, Balia, Balasore, Odisha 756019	1	1	1	1

119	Arunachal Pradesh	Papumpare	NDRTBC, TRIHMS Naharlagun, Papumpare, TRIHMS Hospital, Naharlagun - 791110, Arunachal Pradesh	1	1	1	1
120	Maharashtra	Ambajogai	Swami Ramanand Teerth Rural Government Medical College, P9JC+MMW, Dr B R Ambedkar Rd, Ambajogai, Maharashtra 431517	1	1	1	1
121	Assam	Goalpara	Goalpara Civil Hospital, Bhalukdubi, Assam-783121	1	1	1	1
122	Delhi	Delhi	LNJP Hospital,metro Station Central, Jawaharlal Nehru Marg, near Delhi Gate, New Delhi, Delhi 110002	1	1	1	1
123	Odisha	Puri	TB & IDH Hospital, Red Cross Rd, Balikuda Sahi, Puri, Odisha 752002	1	1	1	1
124	Uttarakhand	Dehradun	HIMS,Joly Grant, Bhanja Wala, Baksar Wala, Uttarakhand 248140	1	1	1	1
125	Uttarakhand	Dehradun	Doon medical college,824F+MFG, Dehrakhas, Patel Nagar, Dehradun, Uttarakhand 248001	1	1	1	1
126	Rajasthan	Jhalawar	Jhalawar Medical College, N.H.-12, Kota Rd, Jhalawar - 326001, Rajasthan	1	1	1	1
127	Himachal Pradesh	Mandi	Shri Lal Bahadur Shastri Government Medical College & Hospital Mandi at Ner Chowk, P.O. Bhangrotu, Tehsil Balh District mandi, Himachal Pradesh-175021	1	1	1	1
128	Maharashtra	Amravati	G. G. Rathi Government, Tuberculosis Hospital. Near Commissioner of Police office (CP office) Sundarlal chauk, Chaparasipura, Amravati. PIN - 444602	1	1	1	1
129	Telangana	Nizamabad	Government General Hospital, Beside Bus stand, Nizamabad - 503001	1	1	1	1

130	Telangana	Adilabad	District DRTB centre, Adilabad, Rajiv Gandhi Institute of Medical Sciences (RIMS) , NH 7, Rickshaw Colony, Adilabad, Telangana 504001	1	1	1	1
131	Maharashtra	Buldhana	TB sanatorium, Dhad road, near bus stand, Buldhana, 443001	1	1	1	1
132	West Bengal	Rampurhat	Govt. Medical College & Hospital, RampurhatRampurhat Medical College, Boro Pahari, Mandala, WB- 731223	1	1	1	1
133	Himachal Pradesh	Shimla	Indira Gandhi Medical College, Ridge Sanjauli Rd, Lakkar Bazar, Shimla, Himachal Pradesh 171001	1	1	1	1
				133	133	133	133

- Details of the remaining 51 quantities will be shared later during rate contract for balance sites

D- Technical Specifications

Technical Specifications of these tools/ equipment are as below:

1. Anemometer:

For accurate measurement of air velocity

- The portable anemometer provides fast, accurate readings, with digital readability
Air velocity measurement: m/s, ft/min, or any equivalent unit
- Appropriate design allows free vane wheel movement, resulting in accuracy at both high and low velocities
- Should be compact and portable
- Built-in low battery indicator
- DATA HOLD function for stored the desired value on display. Large LCD display, easy to read
- Operating Temperature: 0 deg C to 50 deg C
- Operating Humidity: less than 80% RH
- Air Velocity sensor Type: Sensitive balanced vane wheel rotates freely in response to air flow
should be separated from the Anemometer.
- Power Supply: Battery operated
- Air velocity measurement range: 0- 25 m/s, resolution: 0.1m/s
- Accuracy for velocity: $\pm 3\%$ FS
- Accessories to be provided: Carrying case for Anemometer, **sensor probe**, one compatible battery and one additional battery to be provided
- Manufacturer testing certificate to be provided along with each unit
- The manufacturer must have a management system certified to ISO 9001 or equivalent.
- Warranty: The Anemometer supplied shall have minimum period of one year warranty

2. Vaneometer:

For air direction and gross measurement of air flow velocity

- swing Vaneometer to measure velocity of air flow into laboratory. Should be durable, economically priced instrument specifically designed to simplify the measurement of low air velocities
- Small size and weight for easy portability
- Easy to clean ABS plastic housing or any equivalent
- Vane Material: Polyester or equivalent
- Sensing Method: Rotating Vane and Thermistor
- Range: 0- 400 Foot per Minute (FPM) or 0 to 2.0 meter per second (m/s)
- Accuracy: $\pm 10\%$ of Full scale
- Scales should be easy to read and visible from both sides.
- Warranty: The venometer supplied shall have minimum period of one year warranty

3. Measuring tape:

For taking measurement

- Tape measure, length 5m, in wind-up case

Technical Specifications:

- Tape measure, retractable, for measuring length up to 5m (five meters), made of thin, plastic-coated metal, calibrated on one side with inch and other side of cm, 1 cm lengths marked in black and 10 cm lengths marked in red, for ease of reading. Stored wound-up in plastic case (assorted colors), with locking mechanism and metal clip.

4. Laser operated measuring tape:

For taking quick and accurate measurements of larger and difficult to reach spaces including ceiling etc.

Perfect for realtors, builders, and anyone who needs a measurement or room's length area or volume quickly with laser point.

- Product Type: Laser Distance Meter
- Laser Class: Class II, output power (< 1mW)
- Measuring Range in meter: 40 m
- Measuring Range in Feet: 132 Ft
- Feet/meter unit choose switch
- Measuring Accuracy: ± 3 mm or better
- Measurement time: <0.5 Sec
- Storage Environment: -20° to 70°C
- Operating Environment: -10° to 50°C
- Display: LCD; LCD with backlight
- At least Three memories: can preserve measure data
- Area and volume calculation
- Addition and subtraction functions
- Memory clear function
- Automatic power off
- Power Supply: Battery operated
- Accessories to be provided: Carrying case, one compatible battery and one additional battery to be provided
- The manufacturer must have a management system certified to ISO 9001 or equivalent.
- Outer casing should be dust and splash protected
- Manufacturer testing certificate to be provided along with each unit
- Warranty: The laser measuring tape supplied shall have minimum period of one year warranty

Section VI – Bidding Forms

Tech Form-1

Letter of Technical Bid

THIS LETTER OF BID SHOULD BE PART OF THE TECHNICAL BID ONLY. THIS SHOULD NOT BE ATTACHED WITH THE FINANCIAL BID.

NO FINANCIAL INFORMATION SHOULD BE MENTIONED IN THIS LETTER OF BID.

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

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

To,

(insert complete name of Purchaser)

Subject: Procurement & supply of Engineering Tools_AIC_Intervention to institutes with Drug-resistant TB centres across India

Bid Ref. No. -----

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We are agreeing to submit the Bid Security / Bid Security Declaration (as applicable) of the items quoted as mentioned in the bid document.
- (c) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: ***insert table giving brief description of the items;***

Quoted Sch No	Quoted Item details

- (e) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, **we commit to obtain a performance security (10% of the total contract amount) in accordance with the Bidding Documents;**

- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB 13;
- (h) We are not debarred by any Procuring Entity under the State / UT Government, the Central Government, WHO, FIND or GFATM as on the date of opening of bids;
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents;
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We shall ensure compliance of The Global Fund's Code of Conduct for Suppliers (https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf), as amended from time to time.
- (o) We hereby certify that we are Class – I Local Suppliers as per the order Ref. No. P-45021/2/2017-PP (BE-II) dated 16 September, 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India; (n) I/We hereby declare that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I/We certify that our Organization _____ (add name and address of registered office of bidder is not from such a country, or if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority (wherever applicable, evidence of valid registration by the Competent Authority shall be attached).
- (p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed

Tech Form-2

Bidder Information Form

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

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

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document

Tech Form-3

Technical Specification Compliance sheet

Bidders must complete the table below.

Schedule No.	Technical specifications	Bidder's Specification (technical compliance/ Deviation, if any)
		Make: Model:.....
<u>Sch I</u>	<p><u>Anemometer:</u></p> <p><u>For accurate measurement of air velocity</u></p> <p>The portable anemometer provides fast, accurate readings, with digital readability Air velocity measurement: m/s, ft/min, or any equivalent unit</p> <ul style="list-style-type: none"> •Appropriate design allows free vane wheel movement, resulting in accuracy at both high and low velocities •Should be compact and portable •Built-in low battery indicator •DATA HOLD function for stored the desired value on display. <p>Large LCD display, easy to read</p> <ul style="list-style-type: none"> •Operating Temperature: 0 deg C to 50 deg C •Operating Humidity: less than 80% RH •Air Velocity sensor Type: Sensitive balanced vane wheel rotates freely in response to air flow, should be separated from the Anemometer. •Power Supply: Battery operated •Air velocity measurement range: 0- 25 m/s, resolution: 0.1 m/s •Accuracy for velocity: $\pm 3\%$ FS •Accessories to be provided: Carrying case for Anemometer, sensor probe one compatible battery and one additional battery to be provided •Manufacturer testing certificate to be provided along with each unit •The manufacturer must have a management system certified to ISO 9001 or equivalent. •Warranty: The Anemometer supplied shall have minimum period of one year warranty 	

Schedule No.	Technical specification	Bidder's Specification (technical compliance/ Deviation, if any)
		Make:
		Model:.....
<u>Sch II</u>	<p><u>Vaneometer:</u></p> <p><u>For air direction and gross measurement of air flow velocity</u></p> <ul style="list-style-type: none"> • swing Vaneometer to measure velocity of air flow into laboratory. Should be durable, economically priced instrument specifically designed to simplify the measurement of low air velocities • Small size and weight for easy portability • Easy to clean ABS plastic housing or any equivalent • Vane Material: Polyester or equivalent • Sensing Method: Rotating Vane and Thermistor • Range: 0- 400 Foot per Minute (FPM) or 0 to 2.0 meter per second (m/s) • Accuracy: $\pm 10\%$ of Full scale • Scales should be easy to read and visible from both sides. • Warranty: The venometer supplied shall have minimum period of one year warranty 	

Schedule No	Technical specification	Bidder's Specification (technical compliance/ Deviation, if any)
		Make:
		Model:.....
<u>Sch III (i)</u>	<p><u>Measuring tape:</u> <u>For taking measurement</u></p> <ul style="list-style-type: none"> • Tape measure, length 5m, in wind-up case <p><u>Technical Specifications:</u></p> <ul style="list-style-type: none"> • Tape measure, retractable, for measuring length up to 5m (five meters), made of thin, plastic-coated metal, calibrated on one side with inch and other side of cm, 1 cm lengths marked in black and 10 cm lengths marked in red, for ease of reading. Stored wound-up in plastic case (assorted colors), with locking mechanism and metal clip. 	
<u>Sch III (ii)</u>	<p><u>Laser operated measuring tape:</u></p> <p><u>For taking quick and accurate measurements of larger and difficult to reach spaces including ceiling etc.</u></p> <p>Perfect for realtors, builders, and anyone who needs a measurement or room's length area or volume quickly with laser point.</p> <ul style="list-style-type: none"> • Product Type: Laser Distance Meter • Laser Class: Class II, output power (< 1mW) • Measuring Range in meter: 40 m • Measuring Range in Feet: 132 Ft • Feet/meter unit choose switch • Measuring Accuracy: ± 3 mm or better • Measurement time: <0.5 Sec • Storage Environment: -20° to 70°C • Operating Environment: -10° to 50°C • Display: LCD; LCD with backlight • At least Three memories: can preserve measure data • Area and volume calculation • Addition and subtraction functions • Memory clear function • Automatic power off • Power Supply: Battery operated 	

	<ul style="list-style-type: none"> • Accessories to be provided: Carrying case, one compatible battery and one additional battery to be provided • The manufacturer must have a management system certified to ISO 9001 or equivalent. • Outer casing should be dust and splash protected • Manufacturer testing certificate to be provided along with each unit • Warranty: The laser measuring tape supplied shall have minimum period of one year warranty 	
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Tech Form-4

Form of Bid Security Declaration

(only MSME bidders are requested to submit the notarized Bid Security Declaration on 10 Rs. stamp paper)

[Please refer to ITB Para 19 of the Bid Document]

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

Date: *[date (as day, month and year)]*

Bid Ref. No.: *[number of bidding process]*

Ref:

To

FIND India

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of 2 (two) years starting on *the date of suspension*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____

FIN Form-1

Letter of Financial Bid

THIS LETTER OF BID SHOULD BE PART OF THE FINANCIAL BID ONLY. THIS SHOULD NOT BE ATTACHED WITH THE TECHNICAL BID, IF ATTACHED, BID WILL BE DISQUALIFIED

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

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

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

Bid Ref. No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

- (a) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert table giving , brief description of the Goods/Item and Total Bid Price]** as per below:

Sch No.	Description of items (a)	Qty (b)	Per Unit Delivered Price - at Consignee Site basis * (c)	Total Delivered Price (at Consignee Site basis) (d = c x b)	GST [%age (e)	Total GST value] (f)	Total Price (at Consignee Site) including GST payable (g = d +f)
Total							

Total Price in figures and words:

**The unit price should be inclusive of applicable warranty, all packing & logistic charges till consignee end*

Financial bid form needs to be submitted separately for each schedule with password protected

- (b) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed. _____

Section VII – General Conditions of Contract

Table of Clauses

1.	Definitions.....	- 57 -
2.	Contract Documents.....	- 57 -
3.	Code of Integrity.....	- 58 -
5.	Language.....	- 60 -
6.	Joint Venture or Consortium.....	- 60 -
7.	Eligibility	- 60 -
8.	Notices	- 60 -
9.	Governing Law	- 60 -
10	Settlement of Disputes	- 60 -
11.	Inspections and Audit by the Purchaser.....	- 61 -
12.	Scope of Supply	- 61 -
13.	Delivery and Documents.....	- 61 -
14.	Supplier's Responsibilities.....	- 62 -
15	Contract Price.....	- 62 -
16.	Terms of Payment	- 62 -
17.	Taxes and Duties.....	- 62 -
18.	Performance Security	- 62 -
19.	Copyright	- 62 -
20.	Patent Indemnity	- 63 -
21.	Confidential Information.....	- 63 -
22.	Subcontracting	- 64 -
23.	Specifications and Standards.....	- 64 -
24.	Packing and Documents.....	- 65 -
25.	Insurance	- 65 -
26.	Transportation and Incidental Services.....	- 65 -
27.	Inspections and Tests	- 66 -
28.	Liquidated Damages	- 66 -
29.	Warranty.....	- 67 -
30	Limitation of Liability.....	- 67 -
31.	Change in Laws and Regulations.....	- 67 -

32.	Force Majeure	- 68 -
33.	Change Orders and Contract Amendments.....	- 68 -
34.	Extensions of Time	- 69 -
35.	Termination	- 69 -
36.	Assignment.....	- 70 -

Section VII. General Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) Goods may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.
- (h) “Purchaser” means the entity purchasing the Goods, **as specified in the SCC.**
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “Consignee Location” means the place named in the **Schedule of Requirements.**

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Code of Integrity

- 3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 Purchaser prescribes to the its personnel and Bidders to uphold the Code of Integrity, which prohibits officers or employees of a Purchaser or a person participating in a procurement process the following:
- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (v) any financial or business transactions between the bidder and any officer or employee of the Purchaser, who are directly or indirectly related to tender or execution process of contract;
 - (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (vii) any obstruction of any investigation or audit of a procurement process;
 - (viii) making false declaration or providing false information for participation in –
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity

- 3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including –
- a) exclusion of the bidder from the procurement process;
 - b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c) forfeiture or encashment of any other security or bond relating to procurement;
 - d) recovery of payments made by the Purchaser along with interest thereon at bank rate;
 - e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - f) debarment of the bidder from participation in any future procurements from Purchaser for a period not exceeding three years.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- b) The term DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract,

neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture or Consortium

- 6.1 Consortium or Joint Venture are not permitted.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.
- 7.2 All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10 Settlement of Disputes

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

- 10.2 Dispute Redress mechanism/ Committees: 2-tier (Procuring entity level headed by the Director, State Redress Committee).
- 10.3 If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration wherever applicable, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.4 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.
- 11. Inspections and Audit by the Purchaser**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser, if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures)
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15. Contract Price	15.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
16. Terms of Payment	16.1	The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
	16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
	16.3	Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the defect liability as specified in the SCC.
	16.4	The payments shall be made to the Supplier under this Contract in Indian Rupees only.
17. Taxes and Duties	17.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
18. Performance Security	18.1	If required as specified in the SCC, the Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
	18.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3	The Performance Security if required, shall be denominated in Indian Rupees and shall be in one of the format stipulated by the Purchaser in the SCC.
	18.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
19. Copyright	19.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

- 20. Patent Indemnity**
- 20.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 20.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and
 - (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 20.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 20.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 20.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 20.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- 21. Confidential Information**
- 21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the

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

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

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

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

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination for whatever reason, of the Contract.

22. Subcontracting

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

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof

provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

24. Packing and Documents

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

25. Insurance

- 25.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

26. Transportation and Incidental Services

- 26.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 26.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

26.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

27. Inspections and Tests

27.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the SCC.

27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

27.5 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

27.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.7 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.5, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

28.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the

Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

29. Warranty

- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the state.
- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Goods/Item, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its

obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance to GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the related services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC Clause 14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify

that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or

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

36. Assignment

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

Section VIII – Special Conditions of Contract

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

GCC 1.1(h)	The Purchaser is: _____
GCC 1.1 (l)	The Project Site(s)/Final Destination(s) is Specified in Schedule of Requirement.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2020</i>
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>_____</p> <p>For <u>notices</u>, the Supplier's address shall be:</p> <p>_____</p>
GCC 10.3	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.3 shall be as follows:</p> <p>i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p>

	<p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>vi) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
GCC 13.1	<p>Details of Documents to be furnished by the Supplier are:</p> <p>(i) One original supplier's tax invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. Tax Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) One original of the manufacturer's Warranty Certificate covering all items supplied;</p> <p>(iii) Copy of Signed & stamped consignee receipt certificate</p> <p>(iii) Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery up to final destination.</p>
GCC 14.2	<p>Bidder is responsible for collection of CRC from the site and need to submit along with the invoice for payment.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.</p>
GCC 16.1	<p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:</p> <p><i>[the clauses below are suggestive; the purchaser may modify as appropriate]</i></p> <p>(a)On Delivery: Hundred (100) percent of the Contract Price of the Goods delivered to the consignee shall be paid on pro-rata basis within forty five (45) days of submission of documents specified in SCC Clause 13 above and Consignee Receipt Certificate</p>
GCC 18.1	<p>Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 90 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the extended warranty period.</p>

GCC 18.3	The performance security shall be in the form of a bank guarantee and the named beneficiary shall be _____ [name of purchaser] . The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.
GCC 18.4	The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.
GCC 24.2	The packing, marking and documentation within and outside the packages shall be _ <u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following: <i>[insert as required]</i>
GCC 25.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes showing purchaser as Beneficiary.
GCC 26.1	The Supplier is required under the Contract to transport the Goods to the specified place of final destination. Transportation to such place of destination, including unloading, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs are included in the Contract Price.
GCC 26.2	Incidental services to be provided are: As per Section – V Schedule of Requirement – Technical Specifications
GCC 27.1	The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply.
GCC 27.2	The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and also conduct Inspection for the Goods any time before or after the dispatch of Goods. Unless the Goods supplied according to the Schedule of Requirements is satisfactorily installed and training on use of the goods/item is provided, the Consignee will not issue the Final Acceptance Certificate.
GCC 28.1	Applicable rate shall not exceed one-half percent (0.5%) per week or part thereof
GCC 28.1	The maximum amount of liquidated damages shall be: 10%
GCC 29.3	(i) In partial modification of the provisions, the warranty period shall remain valid for the period specified in Schedule of Requirements For purposes of the Warranty, the place(s) of final destination(s) shall be: as specified in the schedule of requirement The consignees mentioned in the Schedule of Requirement (Section V)

GCC 29.5	<p>The manufacturer should be able to provide service of goods/item across the State within 24- 48 hours after receipt of breakdown report for the metro location and within 3-5 days for the non-metro located instruments, failing which a penalty as stipulated below will apply.</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.”</p>
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Section – IX Contract Form

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

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

in the presence of *[insert identification of official witness]*

Letter of Acceptance

[on letterhead paper of the Purchaser]

..... **date.**

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

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for the execution of _____ *[insert **brief description of Goods and related services**]* against Bid Invitation Ref. No. _____ *(insert **Bid Ref. No.**)* is hereby accepted by the Purchaser for the Contract Amount of Rs. _____ *[insert **amount in numbers and words**]*, as corrected and modified in accordance with the Instructions to Bidders.

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

Authorized Signature:

Name and Designation of Signatory:

Name of Purchaser:

Performance Security

Bank Guarantee

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

² *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

CONSIGNMENT RECEIPT CERTIFICATE (CRC)

Acknowledgement of Receipt of Goods

Date : _____

To

Foundation for Innovative New Diagnostics India
Flat No. 8, 9th Floor
Vijaya Building
17, Barakhamba Road
New Delhi 110 001, INDIA.

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

Project Name																			
Purchaser	Foundation for Innovative New Diagnostics India, New Delhi																		
Purchase Order No. & Date																			
Description of Goods Supplied																			
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 5%;">Sl.</th><th style="width: 65%;">Description</th><th style="width: 15%;">Invoiced</th><th style="width: 15%;">Received</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>				Sl.	Description	Invoiced	Received	1				2							
Sl.	Description	Invoiced	Received																
1																			
2																			
Name of the Supplier																			
Invoice No. and Date																			
Invoice Value																			
Date of Delivery at Consignee Destination site																			
Consignee full Address Name Address Contact No. Fax No.																			

Seal Signature of Designated Consignee

Name :
Designation:
Seal:
Contact No:
Fax No. :

