Bidding Document

TamilNadu Medical Services Corporation Limited
Chennai

NATIONAL COMPETITIVE BIDDING FOR VIDEO COLPOSCOPE

BID REF.NO. TNHSP / TNMSC / ENGG / AG30(R)/ 2012, DT.19.05.2012

Last date and time for Receipt of Bid: 19.06.2012, up to 15.00 Hrs

TamilNadu Medical Services Corporation Limited
417, Pantheon Road, Chennai - 600 008
ISO 9001:2000 Certified Organization
Email: enquiry@tnmsc.com
Website : http:\\tnmsc.tn.nic.in
www.tnmsc.com
Telephone : 044 -28191890 /28190259 **Fax : 044 - 28190636**

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF VIDEO COLPOSCOPE

BID REFERENCE	:	TNHSP / TNMSC / AG30(R)/ 2012, DT.19.05.2012
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	19.05.2012
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	18.06.2012
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	19.06.2012, upto 15.00 Hrs.
TIME AND DATE OF OPENING OF BIDS	:	19.06.2012, at 16.00 Hrs.
PLACE OF OPENING OF BIDS	:	TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 600 008.
ADDRESS FOR COMMUNICATION	:	TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 600 008.

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF VIDEO COLPOSCOPE

INVITATION FOR BIDS (IFB)

Date	:	19.05.2012
Credit No.	:	4756-IN
IFB No.	:	TNHSP / TNMSC / AG30(R) / 2012, DT.19.05.2012

1. The Government of India has received a Credit (Credit 4756IN) from the International Development Association in various currencies towards the cost of Tamilnadu Health Additional Financing (TNHSP) and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.

2. The Managing Director, Tamilnadu Medical Services Corporation Ltd., (TNMSC Ltd.,) now invites sealed bids from eligible bidders for supply of Video Colposcope.

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank and the provisions specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits

4. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 08, India. Telephone No. 044 – 28191890 / 28190259, Fax : 044 – 28190636.

5. A complete set of bidding documents may be purchased by any interested eligible bidders on submission of a written application to the above Office and upon payment of nonrefundable fee as indicated below in the form of Demand Draft / Cashier's Cheque/ Certified Cheque in favour of Managing Director, TamilNadu Medical Services

Corporation Limited payable at Chennai. Bidding documents requested by mail will be despatched by courier on payment of the postal charges indicated. TNMSC Ltd., will not be responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same. ***Alternatively the bid documents can be downloaded at free of cost from web Sites, www.tnmsc.com & www .tenders.tn.gov.in"The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids"***

6. The bidding document may be obtained from the office of the Managing Director, TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 08, India. during office hours namely, from 10.00 hrs to 17.00 hrs, on all working days either in person or by post. The Tamilnadu Medical Services Corporation Limited will not be held responsible for the postal delay. If any, in the delivery of documents or non-receipt of the same.

(a)	Price of bidding document (non-refundable)	:	INR 5725/-
(b)	Postal charges, inland	:	INR 200/-
(c)	Postal charges, overseas	:	INR 2000/-
(d)	Date of commencement of sale of bidding document	:	19.05.2012
(e)	Last date for sale of bidding document	:	18.06.2012
(f)	Last date and time for receipt of bids	:	19.06.2012, upto 15.00 Hrs.
(g)	Time and date of opening of bids	:	19.06.2012, at 16.00 Hrs.
(h)	Place of opening of bids	:	TamilNadu Medical Services Corporation Limited,

			417, Pantheon Road, Egmore, Chennai - 600 008.
(i)	Address for communication	:	TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 600 008.

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above. Electronic bidding will not be permitted. Late bids will be rejected.

8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

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1. PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS.** The name, identification, and number of lots of are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Government of India (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") toward the cost of the project **named in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt,

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[1] *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

[2] *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[3] *a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[4] *"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

[5] *a "party" refers to a participant in the procurement process or contract execution.*

fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This

criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS.**

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser or Borrower or Sub-Borrower.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes

commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

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

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

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

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

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

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

all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective 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 no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in

Bid

accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security, in accordance with ITB Clause 21, if required;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(h) Manufacturers authorization form.

(i) any other document **required in the BDS.**

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS,** alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate

the method for their application in the Bid Submission Form.

14.5 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods**:

(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any vat, sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS.**

(b) **for the Related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

(c) bidders may like to ascertain availability of excise duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the

bidder.

Where the bidder has quoted taking into account such benefits, he must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with his bid in form at S. No. 8 of Section VI. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS.** A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in Indian Rupees only.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI,

Related Services

Schedule of Requirements.

18.2 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 and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) (i) that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.

(b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification

Criteria.

(c) Bids from Joint Ventures are not acceptable

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as by the factor [*value of factor stated in BDS*] for each week or part of week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS.**

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalised/Scheduled Bank in India.

(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 45 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(i) does not accept the correction of errors in procurement of ITB 31,

or,

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 Not used

21.7 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS,** bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS.**

23.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS;** and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23.4 Talex, Cable or Facsimile bids will be rejected as non-responsive.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS.** In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for

late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, 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.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material

deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

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

30.3 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

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

31. Nonconformi-ties, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be forfeited.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c) Bid Security in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC. without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is

not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency Not used

35. Domestic Preference Not used

36. Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

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

(a) evaluation will be done for Items or Lots, as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

(d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of

purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS,** these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

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

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

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

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

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

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, 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.

42. Notification of Award

42.1 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.

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

Publication of Award

42.3 The Purchaser shall publish in a National website[GOI web site- http://tenders.gov.in] the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

Recourse to unsuccessful Bidders

42.4 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify

the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 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 offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	TamilNadu Medical Services Corporation Limited, 417, Pantheon Road, Egmore, Chennai - 08, India. Telephone No. 044 – 28191890 / 28190259, Fax : 044 – 28190636.
ITB 1.1	The name and identification number of the NCB are: TNHSP / TNMSC / AG30(R) / 2012, DT.19.05.2012
ITB 2.1	The Borrower is Government of India / Government of Tamilnadu
ITB 2.1	The name of the Project is: Tamilnadu Health Additional Financing
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr

B. Contents of Bidding Documents	
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **Managing Director,** **Tamilnadu Medical Service Corporation Limited** Address: **417, Pantheon Road, Egmore** City: **Chennai** ZIP Code: **600 008** Country: **India** Telephone: *91-44-28191890/28190259* Facsimile number: 91-44-28190636 Electronic mail address: *enquiry@tnmsc.com*
	C. Preparation of Bids
ITB 11.1(i)	The Bidder shall submit the following additional documents in its bid: 1. Certification of incorporation of the bidder and manufacturer 2. Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners. 3. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection. 4. Technical schedules of goods as required by technical specifications. 5. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts 6. a detailed description of the Goods essential technical and performance characteristics: 7. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. 8. For purposes of the commentary to be furnished pursuant to clause (7) above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications

	9. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment 10. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Performa in Section IV. 11. The following details shall also be provided by Indian Bidders: a. Name, address, PAN. and ward/circle where they are being assessed of the Directors of the Bidding Company. b. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed, c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate - The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under Value Added Tax or sale of goods (as may be applicable) etc 12. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. 13. The bidder should provide details of service center (s) in the State of Tamil Nadu, OR should provide an undertaking stating that; if they are awarded the contract, at least 1 service centre will be established in Tamil Nadu within the contracted delivery period.
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The Incoterms edition is Incoterm 2000.
ITB 14.6 (a) (iii)	"Final destination (Project Site)": Vide Annexure in Schedule of Requirement.

ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 6 years
ITB 19.1 (a)	Manufacturer's authorization is: *required as per proforma in Section IV.*
ITB 20.1	The bid validity period shall be 90 days.
ITB 20.3	The factor will be 5.5% per annum
ITB 21.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;
ITB 21.2	The amount of the Bid Security shall be: INR 36,000/-
ITB 22.1	In addition to the original of the bid, the number of copies is: **One**
	D. Submission and Opening of Bids
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	Deleted
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: TNHSP / TNMSC / AG30 (R)/ 2012, DT.19.05.2012
ITB 24.1	For bid submission purposes, the Purchaser's address is: **Tamilnadu Medical Service Corporation Limited** Address: **417, Pantheon Road, Egmore.** City: **Chennai** ZIP Code: **600 008** Country: **India**

	Telephone: *91-44-28191890/28190259* Facsimile number: 91-44-28190636 Electronic mail address: *enquiry@tnmsc.com* The deadline for the submission of bids is: Date: 19.06.2012 Time: upto 15.00 Hrs
ITB 27.1	The bid opening shall take place at: **Tamilnadu Medical Service Corporation Limited** Address: **417, Pantheon Road, Egmore** City: **Chennai** ZIP Code: **600 008** Country: **India** Telephone: *91-44-28191890/28190259* Facsimile number: 91-44-28190636 Electronic mail address: *enquiry@tnmsc.com* The deadline for the submission of bids is: Date: 19.06.2012 Time: at 16.00 Hrs
ITB 27.1	Deleted

	E. Evaluation and Comparison of Bids
ITB 36.3(a)	Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot (Schedule) as stated in ITB clause 14.8 failing which such bids will be treated as non-responsive.
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No. (b) Deviation in payment schedule: *No.* (c) the cost of major replacement components, mandatory spare parts, and service: No (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid *:* Yes (e) the projected operating and maintenance costs (Comprehensive CAMC) during the life of the equipment : Yes. The comprehensive maintenance cost for 5 years after discounting to net present value at a discount factor of 8% per annum. (f) the performance and productivity of the equipment offered; No
ITB 36.6	Bidders are allowed to quote one or more (Schedules) and each schedule will be evaluated separately
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased is: *15%* The maximum percentage by which quantities may be decreased is: *15%*

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 36.3 {d})

2. Multiple Contracts (ITB 36.6)

3. Post qualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d)**,** using the following criteria and methodologies.

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

Deleted

(b) Deviation in payment schedule.

Deleted

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

Deleted

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

Deleted

(e) Projected operating and maintenance costs.

The comprehensive maintenance cost for 5 years after discounting to net present value at a discount factor of 8% per annum.

(f) Performance and productivity of the equipment.

Deleted

(g) Specific additional criteria

Nil

2. Multiple Contracts (ITB 36.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

(a) evaluate only lots or contracts that include at least the 100% of items per lot (schedule) and quantity per item as specified in ITB Sub Clause 14.8

(b) take into account:

(i) the lowest-evaluated bid for each lot (schedule) and

(ii) the price reduction per lot (schedule) and the methodology for its application as offered by the Bidder in its bid"

3. Post qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A) Manufacturer Bidders

(a) Financial Capability

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

The bidders, who are also the manufacturers, should have annual sales turnover of minimum INR 5 Million **in any one of the last 5 financial / accounting years** and out of the total revenue generated the minimum share of at least 20% to be derived from Non-Bank financed contracts.

(b) Experience and Technical Capacity

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

(i) The bidder must have manufactured, supplied and offered after-sales service satisfactorily similar equipment of the type specified in each schedule of the Schedule of Requirements of to the extent of at least 5 % of the quantity indicated against each schedule under "Section – VI, Schedule of Requirements" in any one of the last five years and should be in use satisfactorily with no adverse report for at least one year preceding the date of bid opening

(ii) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section-IV

(iii) Bidders shall invariably furnish documentary evidence (End User's certificate) in support of the satisfactory operation of the goods as specified above.

(iv) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

(v) Further, bidder should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 5 years prior to bid opening.

(vi) The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

(vii) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(viii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested Performa given in Section IV).

(ix) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.

(x) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

(xi) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.

B) Non- Manufacturer Bidders

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

a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

b) The bidder, as authorized by the manufacturers, has supplied and provided after sales service to the extent of at least 1% of the quantities indicated against each schedule specified in the Schedule of Requirements in any one of the last five (5) years, which must be in satisfactory operation at least for one year on the date of bid opening.

c) The bidder should have annual sales turnover of minimum of INR 2.5 Million **in any one of the last 5 financial / accounting years** and out of the total revenue generated the minimum share of at least 20% to be derived from Non-Bank financed contracts. The bidder will also submit the reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, banker’s certificate, etc.

Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Note:

1) The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.

2) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:

(i) The supply made to public sector/Government units in India, the bidder should submit an affidavit confirming that the performance statement given is correct.

(ii) In case of supplies to private sector units, the bidder should submit an affidavit confirming that the performance statement is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end user certificate)in support of satisfactory completion of orders.

SECTION IV – BIDDING FORMS

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

Page _____ of_____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
3. Bidder's Year of Registration: *[insert Bidder's year of registration]*
4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
5. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.

BID SUBMISSION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

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

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

(k) 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.

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

(m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

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

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

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

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

Price Schedule Forms

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

PRICE SCHEDULE

Date:_____
NCB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5		6	7	8	9
Line Item No	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW		Total EXW price per line item [including Excise Duty if any] (Col. 4×5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	Sales, vat, and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	Unit price EXW excluding Excise duty	Excise duty per unit	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[insert tsales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
1	Video Colposcope		6 Nos						

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

Note: *(a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, for those items whose scope of supply includes spare parts as per technical specification.*

(b) If the bidder is planning to avail excise duty exemption, kindly do not fill-up excise duty in column 5. Excise Duty, if mentioned above, will be taken in to account while evaluating the bids and the Purchaser will not issue excise exemption certificate in such cases (or if the bid price is "inclusive of excise duty"). If the bid price mentions "exclusive of excise duty" or "excise duty extra", the purchaser will add the excise duty based on applicable rate during the evaluation of bids and will not issue the issue excise exemption certificate. VAT or sales tax, if payable, will not be taken in to consideration for evaluation purpose."

(c) In the case of discrepancy between unit price and total price, the unit price shall prevail.

Price and Completion Schedule - Related Services						
Video Colposcope					Date:_____ NCB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
	Insert after modifying as appropriate deleting inapplicable items from the following:					
1.	*Performance or supervision of the on-site assembly and/or start-up of the supplied Goods*			6 Nos.		
2.	*Furnishing of tools required for assembly and/or maintenance of the supplied Goods*			6 Nos.		
3.	*Furnishing of detailed operations, Service and maintenance manual for each appropriate unit of supplied Goods*			6 Nos.		
4.	*Comprehensive Maintenance Charges for the supplied goods for a period of 5 years (60 months) per year per unit* *Provided that the service shall not relieve the supplier of any warranty obligation under this contract*			6 Nos.		
5.	*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*			6 Nos.		
				Total Bid Price		

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

Note: Separate price schedules for related services should be filled up for items in Schedule 1, 2 and 3

Note: Service tax applicable shall be indicated separately.

BID SECURITY (BANK GUARANTEE)

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

[insert Bank's Name, and Address of Issuing Branch or Office]

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

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency], [insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, and (iii) does not accept the correction of Bid price pursuant to ITB Clause 31.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) forty-five days after the expiration of the Bidder's Bid.

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

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s) of authorized bank's representative(s)]

MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:[6]

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:
_____
_____

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:
_____
_____

[6] *Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank*

PART 2 - SUPPLY REQUIREMENTS

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1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]	Bid Security in Indian Rupees
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	
1	Video Colposcope	6	Nos	Vide Annexure in Schedule of Requirement.	60 Days	90 Days		36,000/-

2. List of Related Services [ITB Clause 14.6(b)] and Completion Schedule

Video Colposcope

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	***[insert description of Related Services]*** *[Insert after modifying as appropriate deleting inapplicable items from the following:]*	***[insert quantity of items to be supplied]***	***[insert physical unit for the items]***	***[insert name of the Place]***	***[insert required Completion Date(s)]***
1.	*Performance or supervision of the on-site assembly and/or start-up of the supplied Goods*	6	Nos.	Vide Annexure in Schedule of Requirement	
2.	*Furnishing of tools required for assembly and/or maintenance of the supplied Goods*	6	Nos.	Vide Annexure in Schedule of Requirement	
3.	*Furnishing of detailed operations, Service and maintenance manual for each appropriate unit of supplied Goods*	6	Nos.	Vide Annexure in Schedule of Requirement	
4.	*Comprehensive maintenance and/or repair of the supplied Goods, for a period of 5 years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract per unit / per year*	6	Nos.	Vide Annexure in Schedule of Requirement	
5.	*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*	6	Nos.	Vide Annexure in Schedule of Requirement	

3. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR VIDEO COLPOSCOPE

VIDEO COLPOSCOPE WITH SOFTWARE DIGITAL SERIES

System Features:

a. Minimum 480000 or higher pixels high resolution color CCD
b. Optical Zooming: 15x / 30x
c. Super bright circular LED group light source
d. Electronic green filter technology
e. High speed auto focusing and image adjustment
f. Convenient Vertical floor stand (Provide examination and surgical operation with operation environment)

SOFTWARE ONLY FOR COLPOSCOPE

DVIS Software

Features

a. It can capture, analyze, save and print current image.
b. Image management software – can be realized under standard operating system(windows 98/2000/XP/ windows 7) – which includes image capture, display save and printout)
c. Make full use of computer image technology, which can compare diagnosis image with standard picture for analysis
d. Digital image can be used to remote diagnose through internet
e. Record and manage patient diagnosis information each time, which can be provided as objective evidence for medical accident

"Bidders are required to indicate manufacturing, performance and safety standard(s) with which the product complies. Alternately bidders may indicate that their device is registered with a

national or international medical devices regulation agencies such as USFDA or EUMDD which assures that the product meets GMP, performance and safety standards”

ANNEXURE

DELIVERY PLACES

SNo.	District	Govt Hospitals / Medical College Hospital	Video Colposcope
1	Chennai	Obstetric & Gynecology Department, Institute of Obstetic & Gynacology , Chennai	1
2	Chennai	Obstetric & Gynecology Department, Government Kasthuribha Gandhi Women and Children Hospital, Chennai	1
3	Madurai	Obstetric & Gynecology Department, Govt. Rajaji Hospital, Madurai	1
4	Tirunelveli	Obstetric & Gynecology Department, Tirunelveli Medical College Hospital	1
5	Coimbatore	Obstetric & Gynecology Department, Coimbatore Medical College Hospital	1
6	Trichy	Obstetric & Gynecology Department, K.A.P.V Medical College, Trichy	1
		Total	**6**

4. DRAWINGS

These Bidding Documents includes *no* drawings.

List of Drawings		
DRAWING NR.	**Drawing Name**	**Purpose**

5. INSPECTIONS AND TESTS

The following inspection procedures and tests are required by the Purchaser:

The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification.

The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification.

If the items are fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.

6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plants / Equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the Equipment _____

   (c) Sl. No. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

S. No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

7. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 38.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate form the Purchaser/Consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

_____

8. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

To
(Name Of Purchaser)

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95.

   (i) Ex-factory price per unit on which ED is payable: *Rs. _____

   (ii) No of Units to be supplied: _____
   _____

   (iii) Total cost on which ED is payable (Rs.) _____

   (*The requirements listed above are as per current notifications. These may be modified, if necessary, in terms of the rules in force*)

(Signature)_____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

** Please attach details item-wise with cost,if there are more than one item. The figures indicated should tally with what is given in the price schedule.*

PART 3 – CONTRACT

SECTION VII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) "corrupt practice"[7] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[8] is any act or omission, including a misrepresentation, that knowingly or

[7] "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[8] a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" [9] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[10] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

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.

[9] "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels

[10] a "party" refers to a participant in the procurement process or contract execution

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.2 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.

4.3 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.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.5 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 English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an

accurate translation of the relevant passages in 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. Deleted

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

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

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

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit by the Bank

11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as

appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

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 twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in one of the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the

Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

20.5 The provisions of GCC Clause 20 shall survive completion or

termination, for whatever reason, of the Contract.

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the

SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the

other obligations so affected.

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

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period

concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own

expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in

interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other

obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

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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(j)	The Purchaser is: **Tamilnadu Medical Service Corporation Limited**
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: As per Annexure at Technical specification.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2000
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Managing Director,** **Tamilnadu Medical Service Corporation Limited** Address: **417, Pantheon Road, Egmore** City: **Chennai** ZIP Code: **600 008** Country: **India** Telephone: *91-44-28191890/28190259* Facsimile number: 91-44-28190636 Electronic mail address: *enquiry@tnmsc.com*

GCC 10.2	**Settlement of Disputes** The dispute settlement mechanism to be applied shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration or president of the Institution of Engineers (India) both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.

	(d) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (e) The decision of the majority of arbitrators shall be final and binding upon both 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. (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration (g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute
GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified in the *Schedule of Requirement*

GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are given below: GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser : (i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Three Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate or origin. The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *shall not* be adjustable.
GCC 16.1	GCC 16.1 Payment shall be made in Indian Rupees in the following manner:

	(i) *Advance Payment*: Ten (10)% of the total contract price shall be paid within thirty (30) days of signing of Contract and upon submission of claim / against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser. (ii) *On Delivery*: Eighty (80)% of the contract price shall be paid (through irrevocable LC) on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and (iii) *On Final Acceptance*: the remaining ten (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VI - item 6. (c) The supervision charges and the to-and-fro travel charges shall be paid in the currency specified in the bid for the actual person days deployed and actual number of visits undertaken by the supervisor(s) within thirty (30) days of receipt of claim. No charges will be paid for intervening and preceding holidays. A Person day shall consist of eight working hours during a period of 24 hours. In case of work beyond eight hours (during the said period of 24 hours) such periods shall be added and the total number of hours achieved shall be converted into person days, presuming each person day consists of eight working hours. (d) Reimbursement of Local Taxes such as Sales tax, octroi etc will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents. (e) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce; (ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;

	(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account. (f) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section VIII. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of supply of the goods at their final destination.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days. The interest rate that shall be applied is 8%.
GCC 17	In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.8 of Section VI. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	Performance Security to the Purchaser shall be for an amount of 20% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
GCC 18.3	If required, the Performance Security shall be in the form of a "Bank Guarantee" or "a cashier's cheque or banker's certified cheque or crossed demand draft or pay order" drawn in favour of the Purchaser.

GCC 18.4	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
GCC 18.5	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.
GCC 23.2	Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for packing
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insurred to the specified final destination, and all related costs shall be included in the Contract Price.

GCC 26.1	The inspections and tests shall be: The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification. The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification. If the items are fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.
GCC 26.2	The Inspections and tests shall be conducted at: 1) Manufacturing factory premises or at the project site as detailed in the Annexure at technical specification.
GCC 27.1	The liquidated damage shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	The period of validity of the Warranty shall be: Same as given in GCC 27.3. For purposes of the Warranty, the place(s) of final destination(s) shall be: As per Annexure at Technical specification.
GCC 28.5	The period for repair or replacement shall be: 5/10 days. (*specify as appropriate)*
GCC 31.1	This clause will apply only to variations in VAT/Sales tax/ Octroi etc payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

Attachment: Price Adjustment Formula

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SECTION IX – CONTRACT FORMS

Table of Forms

1. CONTRACT AGREEMENT 101

2. PERFORMANCE SECURITY 103

3. BANK GUARANTEE FOR ADVANCE PAYMENT 104

1. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is 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"), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier's Bid and original Price Schedules

(f) The Purchaser's Notification of Award

(g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. PERFORMANCE SECURITY

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

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

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[11]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],*[12] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

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[11] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[12] *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. 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: " We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[13] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[14]*]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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[13] *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[14] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. 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: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Notes:

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: http://www.worldbank.org/html/pic/PROCURE.html. A list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/html/opr/procure/debarr.html.
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank