INVITATION TO BID

ITB Number and Title: UNDP-WBMSC-07-2014

SUPPLY OF MEDICAL EQUIPMENT FOR HOSPITALS AND MEDICAL COLLEGES OF THE GOVERNMENT OF WEST BENGAL

Name of Project - Improving Health Care Systems in Multiple States;
Project ID# 86136
Name of Country - INDIA

Empowered lives.
Resilient nations.

United Nations Development Programme
March, 2014

Section 1.Letter of Invitation

New Delhi
March 29, 2014

Improving Health Care Systems in Multiple States; Project ID# 86136

ITB Number and Title : UNDP-WBMSC-07-2014

Date of issuance	**March 29, 2014**
Date & Time of Pre-Bid Meeting	**1100 Hrs. (IST) on April 02, 2014** **at Conference Hall, 2nd Floor,** **West Bengal Medical Services Corporation Ltd.** **Institute Building, Swasthya Bhawan Complex,** **GN-29, Sector-V, Salt Lake, Kolkata – 700 091.**
Last date and time for seeking clarification	**1600 Hrs. by April 07th, 2014** **Email Id: procurement.dsc@undp.org**
Last Date, Time and Place of Receiving of Bids	**1300 Hrs. (IST) on April 16, 2014** **at United Nations Development Programme,** **55, Lodi Estate, New Delhi-110003.**
Date, Time and Place of Bid Opening	**1430 Hrs. (IST) on April 16, 2014** **at United Nations Development Programme,** **55, Lodi Estate, New Delhi-110003.**
[All times shown are as per the Indian Standard Time (IST)]	

Dear Bidder,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2– Instructions to Bidders (including Data Sheet)
Section 3– Schedule of Requirements and Technical Specifications
Section 4– Bid Submission Form
Section 5– Documents Establishing the Eligibility and Qualifications of the Bidder
Section 6– Technical Bid Form
Section 7– Price Schedule Form
Section 8 – Form for Bid Security

Section 9– Form for Performance Security
Section 10 – General and Special Terms and Conditions
Section 11 – Sample Form – Consignee Receipt Certificate
Section 12 – Sample Form – Satisfactory Installation, Training & Commissioning Certificate
Section 13 – Check-list Form

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

The Bid Documents can be viewed at the website: http://procurement-notices.undp.org/ (or) http://www.undp.org/content/india/en/home/operations/procurement.html

You are kindly requested to submit the Bid/No Bid Confirmation Form (refer Section 13) as an acknowledgment to UNDP to the following address:

United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Name of Focal Point : Jyoti Choudhary

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

J.S. Choudhary
Procurement & SCM Specialist

Section 2: Instruction to Bidders

Definitions

a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) "*Country"* refers to the country indicated in the Data Sheet.

e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) *"Day"* refers to calendar day.

g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid

j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) "*Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_June_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

   5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid(see prescribed form in ITB Section 6);
9.4 Price Schedule(see prescribed form in ITB Section 7);
9.5 Bid Security, if applicable(if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet (**DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet (**DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet (**DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet (**DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet (**DS no. 28), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18and DS No. 26 for further details).The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be sub contracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet (**DSnos.29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs)of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
c) In the case the successful Bidder fails:

   i. to sign the Contract after UNDP has awarded it;
   ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
   iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). All goods and services described in the Technical Bid must be priced separately as required in the format. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet (**DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:

a) they have at least one controlling partner, director or shareholder in common; or
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
c) they have the same legal representative for purposes of this ITB; or
d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

a) Submit another Bid, either in its own capacity; nor
b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet (**DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet (**DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet (**DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

a) Bear the name of the Bidder;
b) Be addressed to UNDP as specified in the **Data Sheet** (DSno.20); and
c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet (**DS no. 24)**.**

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet (**DS nos. 22 and 23).When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet (**DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet (**DS no. 19)**.** In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet (**DSno.20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 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 (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

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

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet (**DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;

b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

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

32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to 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.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

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 UNDP 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 the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs).In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/procurement/protests.html

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Improving efficiency of Health Care Systems in Multiple States; Project ID# 86136
2		Title of Goods/Services/Work Required:	Supply of Medical Equipment for Hospitals and Medical Colleges of the Government of West Bengal **[ITB: UNDP-WBMSC-07-2014]**
3		Country:	India
4	C.13	Language of the Bid:	☒**English**
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Not allowed. Bid for the schedule must be complete. Bids for partial schedules are not allowed
6	C.20	Conditions for Submitting Alternative Bid	☒ Shall not be considered
7	C.22	A pre-Bid conference will be held on:	**1100 Hrs. (IST) on April 02, 2014** **at Conference Hall, 2nd Floor,** **West Bengal Medical Services Corporation Ltd.** **Institute Building, Swasthya Bhawan Complex,** **GN-29, Sector-V, Salt Lake, Kolkata – 700 091.**
8	C.21.1	Period of Bid Validity commencing on the submission date	☒**90 days**
9	B.9.5	Bid Security	☒Required

	C.15.4 b)		**Amount**: Pl. refer Section 3a for details of bid security amount.
10	B.9.5	Acceptable forms of Bid Security [1]	☒Bank Guarantee (See Section 8 for template) ☒Any Bank-issued Check /Demand Draft / Cashier's Check / Certified Check (**in favour of UNDP, New Delhi**)
11	B.9.5 C.15.4 a)	Validity of Bid Security	**90 days from the last day of Bid submission.** Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	☒Not allowed
13		Liquidated Damages	☒Will be imposed under the following conditions: Percentage of contract price per week of delay:**0.5% per week** Max. no. of weeks of delay : **20 weeks** Next course of action : **Termination of Contract**
14	F.37	Performance Security	☒Required **10% of the contract value.** For sample of form that will be used**, (refer to Section 9 for template)**
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒**Local Currency (INR) preferred** ☒USD ☒EUR ☒GBP ☒YEN *Reference date for determining UN Operational Exchange Rate : **Bid Opening Date***
16	B.10.1	Deadline for submitting requests for clarifications/ questions	**Seven** days before the submission date.

[1] *Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.*

17	B.10.1	Contact Details for submitting clarifications/questions[2]	Focal Person in UNDP: **Mr. Jyoti S. Choudhary** Address: **UNDP, 55, Lodhi Estate, New Delhi – 110003** Fax No. : 011-24627612; 24628330 E-mail address dedicated for this purpose: **procurement.dsc@undp.org**
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☒Direct communication to prospective Bidders by email ☒Direct communication to prospective Bidders by email or fax, and Posting on the website[3] http://www.undp.org/content/india/en/home/operations/procurement.html
19	D.23.3	No. of copies of Bid that must be submitted	Original : **One** Copies : **One**
20	D.23.1 b) D.23.2 D.24	Bid submission address	**United Nations Development Programme (UNDP)** **55, Lodhi Estate,** **New Delhi – 110003**
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : **April 16, 2014 1:00 PM**
22	D.23.2	Manner of Submitting Bid	☒**Courier/Hand Delivery**
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	**Not allowed.**
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time:**April 16, 2014 2:30 PM** Venue :**UNDP Conference Hall, 55, Lodi Estate, New Delhi**
25		Evaluation method to be used in selecting the most responsive Bid	☒**Lowest price offer of technically qualified/responsive Bid per schedule**
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☒Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☒Tax Registration/Payment Certificate issued by the

[2] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.*

[3] *Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.*

			Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ☒Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒ Official letter of appointment of representative for signing of the ITB/ Power of Attorney ☒Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☒Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied ☒Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer. ☒ Descriptive literature: Bidders shall provide full technical details of products being offered, including technical sheets and pictures showing detail and general views of the equipment and components. Specific details of items offered should be clearly stated as standard catalogues may offer options. ☒Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past *[3 years]* ☒Statement of Satisfactory Performance from the Top *3 government* Clients in terms of Contract Value the past in the past (3) years. ☒All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	**Pl. refer Section 6 – Technical Bid Form**
29	C.15.2	Latest Expected date for commencement of Contract	***45 days from the date of opening of bids***
30	C.15.2	Maximum Expected duration of contract	**As per warranty period – Pl. refer Section 3a-Schedule of Requirements and Technical**

			Specifications
31		UNDP will award the contract to:	☒One or more Bidders, depending on the following factors : *One bidder for each schedule*
32	F.34	Criteria for the Award and Evaluation of Bid	**<u>Award and Evaluation Criteria</u>** ☒ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications ☒ **Compliance on the following qualification requirements:** ***For Manufacturer Bidder:*** ☒ Minimum Annual Turnover: the bidders who are manufacturers should have annual sales turnover of minimum 2 times the value of the goods as quoted for the schedule in any two (non-cumulatively) of the last five years to qualify for that schedule. To qualify for multiple schedules, the requirement shall be cumulative. ☒ Proper authorization from the manufacturer for bids being submitted by Agents, if applicable. ***For non-manufacturer bidders (excluding agents quoting in the name of the manufacturer):*** ☒Minimum Annual Turnover: the bidder should have annual sales turnover of minimum twice the value as quoted for the schedule, in any one of the last three years to qualify for that schedule. To qualify for multiple schedules, the requirement shall be cumulative. ☒ Legally enforceable authorization from the manufacturer in the prescribed form (see Manufacturer's Authorization Form) assuring full guarantee and warranty obligations as per the General Conditions for Goods. ☒ **Compliance on the following Experience and Technical Capacity requirements:** ☒ The manufacturer whose product is offered by the bidder must have manufactured and supplied the specific Goods to the extent of at least twice the quantity indicated under "Schedule of Requirements" in any one of the last three calendar years.

			☒ Bidder should be in continuous business of manufacturing or supplying, as the case may be, the specific product as specified in the “Schedule of requirement” during the last 2 (two) years and similar products during the last 4 (four) years. ☒ Full compliance of Bid to the Technical Requirements; Authenticated copies of the process and product standards, including product-specific standards, as applicable. ☒Quality Inspection and Testing Certificates for the goods to be supplied; ☒Availability of spare parts in India for the next 8 years and details of the after sales service centre in India should be clearly mentioned by the bidder. ☒Warranty and its scope should be clearly indicated by the manufacturer as required in the bid document. ☒Acceptability of the Delivery Schedule; ☒ For non-manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services equal to the quantities indicated in the Schedule of Requirements, in the last three (3) years. The Goods must be in satisfactory operation. ☒The offered equipment must be from manufacturers adhering to the ISO 9000 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognized inspection company. ☒Bidders shall invariably furnish documentary evidence (Client’s certificate, preferably from the Govt. institutions) in support of the satisfactory operation of the Goods supplied by the Bidder. ☒Bidders shall furnish data to support that they or their manufacturer have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period. ☒Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years and

			details of current contracts in hand and other commitments (See: Performance Statement Form). ☒Confirmation that all the facilities exist in the Bidder's factory for inspection and testing and these will be made available to UNDP or his representative for inspection. ☒ The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see No Adverse Action Conformation Form). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid. Bidders are encouraged to submit Satisfactory Performance Certificates from past consignees who may also be contacted during evaluation for assessing past performance. ☒ Certification of incorporation of the Bidder and Manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc. ☒ OTHERS: Net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 5 (five) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year, provided that wherever the Technical Specifications lay down a different CMC period, the latter shall prevail; **<u>Note:</u>** 1. Functional demonstration of all the offered goods shall be required to be arranged by the bidder, at his cost, before the Bid Evaluation Committee for technical evaluation, as when requested to do so by the Bid Evaluation Committee.

			2. Please note that the functional demonstration of the equipment is purely at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.
33	E.29	Post qualification Actions	☒Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☒Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectiveness	☒UNDP's receipt of Performance Bond
35		Forms/Templates included in this ITB[4]	**Section 4 – Bid Submission Form** **Under Section 5 – Documents Establishing the Eligibility and Qualification of the Bidder** - *Bidder Information Form;* - *Joint Venture Partner Information Form;* - *Manufacturer's Authorization Form;* - *No Adverse Action Confirmation Form ;* - *Performance Statement Form;* - *Annual Turnover Statement Form; and Annual Production Statement Form* **Under Section 6** - *Technical Bid Form* - *Technical Specification Form* **Section 7 – Price Schedule Form** **Section 8 – Form for Bid Security** **Section 9 – Form for Performance Security** **Section 11 – Sample Form – Consignee Receipt**

[4] *The Bidder shall fill in these forms in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

			Certificate **Section 12 – Sample Form – Satisfactory Installation, Training & Commissioning Certificate** **Section 13 – Check-List Form**

Section 3a: Schedule of Requirements and Technical Specifications

List of Goods and Consignee-wise Distribution

Sch. No.	Description	Quantity	Bid Security
1	**Ventilator (Standard)**	**64**	INR 10,00,000 / USD 15,000

Delivery & Completion Schedule:

Delivery to Consignee as per the Consignee Distribution List below.

Equipment	Facility	Quantity (Nos.)	Delivery
Ventilator – Standard	Chinsurah DH	5	Within 30 days of issue of Purchase Order
	Barasat DH	3	
	Krishnanagar DH	5	
	Suri DH	5	
	Purulia DH	5	
	Asansol DH	5	Within 60 days of issue of Purchase Order
	Srerampur SDH	5	
	Kalayani JNM	3	
	School of Tropical Medicine	3	
	Murshidabad MCH, Berhampur	5	
	ID&&BG Hospital	5	
	Midnapur MCH	7	
	Coochbehar DH	5	
	MRBH	3	
	Total	**64**	

ii. Installation, Training & Commissioning:

Satisfactory installation, training & commissioning as per the Consignee Distribution List (see Consignee Distribution List above) within 15 days from the respective dates of delivery of the goods.

The supplier will have to provide hands on training to the end user as and when required by WBMSCL / the end user for 2 year after the successful installation of equipment.

<u>The successful bidder will have to set up service centre in West Bengal and submit proper document in support within 15 days of receipt of Award of Contract (AOC).</u>

Note: *While installation at the designated site/location and commissioning will be the responsibility of the supplier, basic readiness of the site enabling such installation will be the responsibility of the consignee.*

Technical Specifications

Schedule No: 1
Schedule Description: Ventilator -Standard

- To serve adult & pediatric age group patients.
- It should have in in-built Compressor. The ventilator should be compressor driven.
- Provision for running with compressed air supply with separate air inlet port. In absence or low pressure of air supply, ventilator should be run by compressor.
- Hinged arm holder for holding
- Monitoring Screen, 10inch or more
- Automatic Compliance & Leakage compensation for circuit and artificial airway

- **Following settings for all age groups**
  - Tidal volume – 50ml to 2000ml
  - Pressure (Insp) – 0 to 60cm H_2O
  - Respiratory Rate – upto 60 breaths per minute
  - PEEP – 0 to 20 cm of H_2O
  - FiO_2 21 to 100%
  - Pause time – 0-30% or equivalent time in seconds of breath cycle time
  - Pressure & Flow Trigger – Pressure Trigger 0-20 cm H_2O below PEEP; Trigger Flow 0.5 – 6 LPM
  - Inspiratory rise time – 0-20% of breath cycle time
  - I:E ratio – Standard Range (1:1.5 – 1:3) with Provision for inverse ratio ventilation
  - Ti – 10-80% or equivalent time in seconds of breath cycle time
  - Peak Output Flow up to 140 LPM or more

- **Monitoring of the following parameters**
  - Airway Pressure (Peak, Plateau & Mean)
  - Tidal Volume (Inspiratory, Expiratory and Spontaneous)
  - Minute Volume (Inspiratory & Expiratory and Spontaneous)
  - Total Frequency of breaths & I:E ration
  - Alarms for all measured & monitored parameters

- **Modes of Ventilation**
  - Volume Cycled Ventilation
    - Assist / Controlled/SIMV
  - Pressure Controlled
    - Assist/Controlled/SIMV
  - CPAP/PSV

- **Apnea / Back-up ventilation**
- Audio – Visual Alarm for
  - Airway Pressure
  - High continuous Pressure
  - FiO_2
  - Expired minute volume
  - Apnea
  - End expiratory pressure
  - Respiratory rate
  - Gas Failure
  - Battery
- Preferably Automatic Patient Detection facility
- Battery Back-up for minimum 1 hour (including compressor)

- **System Configuration Accessories, Spares & Consumables**
  - ICU Ventilator – 1
  - Adult &Paediatric Reusable silicon breathing circuit – 02 ea
  - Humidifier – 01

- **Environmental Factor**
  - The Unit shall be capable of being stored continuously in ambient temperature of 0 – 50^0C & relative humidity of 15 – 90%
  - Shall Meet IEC – 60601 – 1 – 2:2001 (or Equivalent BIS) general requirements of safety for electromagnetic compatibility
  - Shall be capable of operating continuously in ambient temperature of 10 – 40^0C and relative humidity of 15 – 90%

- **Power Supply**
  - Power input should be 220 – 240 V AC, 50Hz
  - Suitable Servo controlled Stabilizer/CVT
  - Resettable over current breaker shall be fitted for protection
  - Suitable UPS with maintenance free batteries for minimum one hour back-up should be supplied with the system

- **Standards, safety and training**
  - Should be US FDA or CE approved
  - Certified to be compliant with ISO-7767 (or equivalent) for Oxygen monitoring
  - Demonstration of quoted equipment model is a must
  - The successful bidder will have to set up service centre in West Bengal and submit proper document in support within 15 days of receipt of Award of Contract (AOC). The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual
  - **Warranty for 5 years and CMC for 5 years**

- **Documentation**

- Certificate of calibration and inspection from factory
- List of equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual
- User manual in English
- Service manual in English
- Log Book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company engineer should be clearly spelt out
- List of important spare parts and accessories with their part number and costing
- Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/Para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered

- Must submit user list and report within last 5 years from major hospitals

NOTE :

1) Reusable consumables should last during the warranty period.
2) In case any additional reusable consumables are required during the warranty period those will be supplied free of charge by the supplier.
3) The life expectancy of the reusable consumable is expected to be of at least one year from the date of purchase of the same. The reusable consumables will be procured at the prices accepted as per the contract.
4) Any reference to brand / product, in case it occurs anywhere in the technical specification is purely for indicative/illustrative purposes and should be read as including its equivalent.
5) The product quality requirement in this ICB will be CE ("Conformité Européene") or US FDA.
6) Unless specified otherwise in the Technical Specifications, all offers should include UPS unit or battery backup of at least one hour, as the case may be, with each equipment.
7) Offered product catalogue to be attached in original (2 in nos.) with each bid.
8) Attach valid quality certification document(s); no self-certifications admissible.
9) Quality Management System in conformity with ISO 9001:2008 where specified;
10) Product quality standard (CE/US FDA) to be supported by authentic documents; Warranty, its scope and service facilities to be clearly indicated in the documents.
11) One CD/DVD of demonstration video must be supplied with the equipment for end users.

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:*[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [**INCOTERMS 2010**] *(Pls. link this to price schedule)*	☐FCA ☐CPT ☐CIP ☐DAP ☒Other **DDP Final Destination**	
Exact Address of Delivery/Installation Location	As per Consignee Distribution List	
Mode of Transport Preferred	☐AIR	☐LAND
	☐SEA	☐OTHER *[pls. specify]*
UNDP Preferred Freight Forwarder, if any[5]	N.A.	
Distribution of shipping documents *(if using freight forwarder)*	N.A.	
Delivery Date	As per Schedule of Requirements	
Customs, if needed, clearing shall be done by:	☐UNDP ☒Supplier ☐Freight Forwarder	
Ex factory / Pre-shipment inspection	Goods shall be offered for Pre – shipment inspection in India before delivering to final destinations.	
Inspection upon delivery	Purchaser / end user has the right to perform post – delivery inspection	
Installation Requirements	Installation requirement shall be notified to the consignees prior to the delivery.	
Testing Requirements	Bidders shall demonstrate all the testing requirements as per the technical specification during the demonstration of the offered equipment against each schedule quoted.	
Scope of Training on Operation and Maintenance	Scope of contract includes installation, training & preventive maintenance during warranty period.	
Commissioning	Scope of contract includes commissioning	
Technical Support Requirements	Scope of contract includes Technical Support	
	☒100% within 30 days upon UNDP's acceptance of the goods	

[5] *A factor of the INCO Terms stipulated in the ITB. The use of a UNDP preferred courier may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.*

Payment Terms *(max. advanced payment is 20% of total price as per UNDP policy)*	delivered as specified and receipt of invoice ☐Max of 20% upon issuance of PO and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice ☐Others *[pls. specify]*
Conditions for Release of Payment	☒Pre-shipment inspection*[pls. provide details]* ☐Inspection upon arrival at destination *[pls. provide details]* ☒Installation*[pls. provide details]* ☒Testing *[pls. provide details]* ☒Training on Operation and Maintenance*[pls. provide details]* ☒Written Acceptance of Goods based on full compliance with ITB requirements ☒Others **Submission of CRC/SIC forms by the supplier** **For more details please refer Section 10 – General and Special Terms and Conditions for Goods**
After-sale services required	☒Warranty on Parts and Labor for minimum period as mentioned in the Technical Specifications ☒Technical Support ☒Provision of Service Unit when pulled out for maintenance/ repair ☒Others - Preventive Maintenance **Note :** The successful bidder will have to set up service centre in West Bengal and submit proper document in support within 15 days of receipt of Award of Contract (AOC). The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual. 2) Supplier should provide onsite training, monitor effectiveness of training and take corrective actions once in a fortnight during the first two quarters after the installation of the equipment.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒English ☐French ☐Spanish ☐Others *[pls. specify, including dialects, if needed]*

PACKING & LABELLING:

Packing & Labeling shall follow the standard norms for such equipment. However, details thereof shall be specified at the time of issue of contract to the successful bidder(s).

The equipment should have a sticker on it with the following details:

Procured by	:	**UNDP on behalf of WBMSC Ltd.**
Vendor Name	:	
Machine Serial No.	:	

Facility Asset No.	:
Warranty up to	:
Last PMC on	:
Next PMC due on	:
CMC starts on	:
CMC valid up to	:
Approved CMC Rate	: per annum
Complaint logging at	: Email: Phone:
Service Engineer Phone:	: Email: Contact Detail
Service Manager Phone:	: Email: Contact Detail

WARRANTY

(a) Warranty shall be for a period of five (5) years on Equipment from the date of acceptance of the goods (issue of satisfactory installation & commissioning certificate).

(b) During warranty, cost and responsibility of the shifting of the equipment, in case so required for repair etc. shall be borne by the Supplier, without any liability on the consignee.

(c) In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.

(d) Free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.

(e) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the UNDP/Consignee/WBMSC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the UNDP may have against the Supplier under the Contract.

CMC - The Comprehensive maintenance Contract

1. The Supplier shall not incur any expenditure whatsoever and the UNDP/the Consignees/ WBMSC bears no liability whatsoever pertaining to the Supplier’s obligation to provide Comprehensive Maintenance (CMC) after the warranty period is expired until the UNDP/the Consignee/ WBMSC, in its own discretion, enters into separate CMC contract(s) with the Supplier. In such cases of CMC contract(s), the CMC rates offered by the Supplier along with the bid shall be binding on the Supplier at the appropriate stages of the said CMC contract(s).

2. The Comprehensive maintenance Contract (Including Spare parts)

2.1 The UNDP/ Consignees/ WBMSC, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of five (5) years after the expiry of the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/ operational manual, labour and spares.

2.2 The CMC includes repairs of entire system, preventive maintenance testing & calibration, labour and spares and all software updates.

2.3 The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid in equal quarterly installments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the Price Schedule Form (Section 7).

Warranty and CMC (applicable for both):

a) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.

b) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.

c) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.

d) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.75% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs. 300-800 (to be specified in contract) per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.

e) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but ***at least once in three months during the warranty and CMC period, for preventive maintenance***.

f) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

OTHER RELATED SERVICES

1) Incidental Services

The supplier may be required to provide any or all of the following services:

(a) Performance or supervision of the assembly, installation and/or start-up of equipment.

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment at the time of delivery.

(d) After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time. Contact details to be provided by the Supplier.

(e) Training of the Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation.

2) Availability of Spare parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as required for maintenance of the equipment during Warranty and CMC period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the UNDP/Consignee/ WBMSC of the pending termination, in sufficient time to permit the UNDP/Consignee/ WBMSC to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the UNDP/Consignee/ WBMSC, the blueprints, drawings and specifications of the spare parts, if requested.

(c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

Section 4: Bid Submission Form[6]

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location
Insert: Date

To:

United Nations Development Programme,
55, Lodhi Estate, New Delhi – 110 003.

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **ITB : UNDP-WBMSC-07-2014** in accordance with your Invitation to Bid dated **Insert: bid date**. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **90 days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no

[6] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ________________________________
Name and Title of Signatory: ____
Name of Firm: ____
Contact Details:____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[7]

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

Page ________of ________ pages

<table>
<tr><td colspan="3">1. Bidder's Legal Name [insert Bidder's legal name]</td></tr>
<tr><td colspan="3">2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]</td></tr>
<tr><td colspan="3">3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]</td></tr>
<tr><td colspan="3">4. Year of Registration in its Location: [insert Bidder's year of registration]</td></tr>
<tr><td>5. Countries of Operation</td><td>6. No. of staff in each Country</td><td>7.Years of Operation in each Country</td></tr>
<tr><td colspan="3">8. Legal Address/es in Country/ies of Registration/Operation:[insert Bidder's legal address in country of registration]</td></tr>
<tr><td colspan="3">9. Value and Description of Top three (3) Biggest Contract for the past five (5) years</td></tr>
<tr><td colspan="3">10. Latest Credit Rating (Score and Source, if any)</td></tr>
<tr><td colspan="3">11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</td></tr>
<tr><td colspan="3">12. 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]</td></tr>
<tr><td colspan="3">13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ?☐ YES or ☐ NO</td></tr>
<tr><td colspan="3">14. Attached are copies of original documents of:

☐All eligibility document requirements listed in the Data Sheet

☐If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
☐If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.</td></tr>
</table>

[7] *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Joint Venture Partner Information Form (if Registered)[8]

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

Page ________ of________pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of:*[check the box(es) of the attached original documents]* ☐All eligibility document requirements listed in the Data Sheet ☐Articles of Incorporation or Registration of firm named in 2. ☐In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

[8]*The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Manufacturer's Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. 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]*
ITB No.: UNDP-WBMSC-07-2014
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *UNDP, 55, Lodi Estate, New Delhi-110003.*

WHEREAS

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

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

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

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

Title: *[insert title]*

Dated on _____________ day of ___________________, ________ *[insert date of signing]*

No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

a. No adverse action has been taken against the Bidder *(insert Bidder's name)* and the manufacturers *(insert manufacturer's names)* whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.

b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder *(insert Bidder's name)* and the manufacturers *(insert manufacturer's names)* whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

   (indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature______________
Name____________________
Designation with stamp____
Date________

Performance Statement Form

(for the period of the last five years)

Bid no:__________ Date of Opening:__________

Name of the Firm ___________________________________

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Annual Turnover Statement Form

Name of Bidder :

1. ANNUAL TURNOVER DATA (For Supplier)

Turnover Details (Currency:_____)	Financial Year				
	2012-13	**2011-12**	**2010-11**	**2009-10**	**2008-09**
Turnover from Selling of Goods only					

2. ANNUAL TURNOVER DATA (For Manufacturer)

Turnover Details (Currency:_____)	Financial Year				
	2012-13	**2011-12**	**2010-11**	**2009-10**	**2008-09**
Turnover from Selling of Goods only					

Note: The audited balance sheets for the last five years shall be submitted. In case the balance sheet does not clearly show the turnover from selling of goods only, a certificate from Chartered Accountant certifying turnover from selling of goods out of total turnover shall be submitted.

Annual Production Statement Form

Name of Bidder :

Schedule No. :

ANNUAL PRODUCTION DATA (For Manufacturer for last five years)

Production Details (Quantity:_____)	Financial Year				
	2012-13	**2011-12**	**2010-11**	**2009-10**	**2008-09**
Production of specific Goods quoted in schedule					
Production of similar Goods					

Note: In case the bidder is supplier, the annual production data of the Manufacturer to be provided with documents validating the production capacity along with the bid.

Section 6: Technical Bid Form[9]

INSERT TITLE OF THE ITB

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

6.1. Technical Specification Form

(Comparative Data Table)

Bidders must complete this Form (one form per each Schedule for which a bid is submitted) as follows:

- Fill in information included in Table 1.
- Fill in information in Table 2:
    - Column (A): copy technical specifications for the schedule as per ITB Section 3.a
    - Column (B): state details of specifications offered, detailing them for each line item of the Technical Specifications included in column A
    - Column (C): clearly state any deviation/non-compliance

Table 1:

Schedule No:	
Schedule Description:	
Country of Origin:	
Make/Model No offered:	
Catalogue reference number and page:	

[9] *Technical Bids not submitted in this format may be rejected.*

Table 2:

(A)UNDP's requested Technical Specifications	(B) Technical Specifications offered by bidder	(C)Is product offered technically compliant? (Comply/Not Comply)

The offered products are in accordance with the required Schedule of Requirements and Technical Specifications (ITB Section 3.a) and Related Services (ITB Section 3.b):

_____YES   _____NO

Section 7: Price Schedule Form[10]

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders. The Bidders are requested to provide the **cost of the goods** (***inclusive of all tax/duty, excluding entry tax***) for each Schedule quoted in the following format.

SCH. No. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (c)	MAKE/MODEL NO. & COUNTRY OF ORIGIN (d)	CURRENCY (e)	UNIT PRICE DDP (Incoterm 2010) FINAL DESTINATION (all inclusive) (f)	TOTAL PRICE DDP (Incoterm 2010) FINAL DESTINATION (all inclusive) (g) = (c) x (f)
1	**Ventilator (Standard)**	**64**				
	CMC Charges for Year1 after completion of warranty	64				
	CMC Charges for Year2 after completion of warranty	64				
	CMC Charges for Year3 after completion of warranty	64				
	CMC Charges for Year4 after completion of warranty	64				
	CMC Charges for Year5 after completion of warranty	64				

* **DDP Price final destination shall include all the cost incidental to delivery at final destination including all duties & taxes to be paid.**
*** DDP Price of the above equipment shall include Supply and Installation, Commissioning and warranty for Equipment.**
**** There shall be no exemption from any applicable tax or duty;**
***** Entry tax @ 1% of cost of goods is applicable which will be reimbursed.**

NOTE : The following points with regard to consumables should be noted while bidding for the schedule:-

1. Reusable consumables should last during the warranty period.
2. In case any additional reusable consumables are required during the warranty period those will be supplied free of charge by the supplier.
3. The life expectancy of the reusable consumable is expected to be of at least one year from the date of purchase of the same. The reusable consumables will be procured at the prices accepted as per the contract.
4. The price excluding CMC quoted in one schedule should be in one currency only.
5. If CMC column is left blank, then it will be assumed that the CMC is free of cost.

[10] *No deletion or modification may be made in this form. Any such 1deletion or modification may lead to the rejection of the Bid.*

BIDDER’S DISCOUNT FOR ACCELERATED PAYMENT **____% of total firm price for each calendar day less than thirty (30) days**

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB	
PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNDP **WITHIN THE REQUIRED BID VALIDITY PERIOD** , THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED IN SCHEDULE OF REQUIREMENT.	
Exact name and address of company COMPANY NAME______________________________ ADDRESS______________________________ ______________________________ PHONE NO.______________FAX NO. ______________ EMAIL ADDRESS OF CONTACT PERSON______________ OTHER EMAIL ADDRESSES______________________	______________________________ **AUTHORIZED SIGNATURE DATE** ______________________________ NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT) ______________________________ FUNCTIONAL TITLE OF SIGNATORY **WEB SITE**______________________________

Section 8: FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*](hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. , to deliver goods and execute related services for*[indicate ITB title]*(hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Bid after the date of the opening of the Bid;
c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date ....

Name of Bank ....

Address ....

Section 9: FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: **UNDP, New Delhi, India**

WHEREAS**[name and address of supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. __________ dated _________ , to deliver the goods and execute related services (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of **[*amount of guarantee*]** [***in words and numbers***], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[**amount of guarantee as aforesaid**]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date ....

Name of Bank ....

Address ....

Section – 10

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to 53ulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. **T**he Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle

UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Special Terms and Conditions for Goods

GT&C 1	**Definition:** **GOODS AND SERVICES**: Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order. Services are hereinafter deemed to include related/ancillary services to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.
GT&C 3	There is no tax exemption as the procurements is for the state governments and are from their domestic budget.
GT&C 4	TRADE TERMS: Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.
GT&C 7	**The Inspection and tests, as applicable under I or II shall be:** ***I. For Goods supplied from outside India.*** a) For goods supplied from outside India, UNDP retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing. b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The UNDP will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure. c) The UNDP will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost. ***II. For Goods supplied from Within India*** The goods shall not be dispatched unless they are inspected and cleared for dispatch by UNDP's representative in the Supplier premises. The UNDP will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The UNDP will retain the right to perform further inspections and quality testing at any time as it deems fit. ***For (I) and (II) both*** The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the UNDP. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a UNDP's agent to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the UNDP's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period

	Should any inspected or tested goods fail to conform to the specifications, the UNDP may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the UNDP, within a period of 45 (forty-five) days of intimating such rejection.
GT&C 10	The Supplier understands that time is of the essence in providing the Services under this Contract. If the Supplier shall fail to complete the Services within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Supplier shall pay to UNDP 0.5% of the value of the delayed products the per week of delay, up to a maximum amount of 10%, as liquidated damages. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNDP may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Services or from any other of his obligations and liabilities under the Contract. NOTE : 1) Liquidated Damages (LD) will be calculated separately on: (1) delay in the delivery of the Goods to the consignees; and (2) delay in installation, training & commissioning, attributable to the supplier, and not for reasons not attributable to the Supplier. 2) With regard to charge of liquidated damages (LD) for delay in delivery of goods, the onus of proof will be on the supplier for establishing that delays were not due to reasons attributable to him, whereas in post-delivery installation in case of delay, assumption of non-readiness of site at consignee locations shall ordinarily prevail unless there is specific evidence /information/material to the contrary.
GT&C 21	The Supplier acknowledges that the UNDP acts on behalf of the West Bengal Medical Services Corporation Ltd., Govt. of West Bengal - and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipment and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between the UNDP and the State Government without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.
GT&C 22	**Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement** **The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:** I. **For Goods supplied from outside India**: (A) Upon shipment, within 24 hours the Supplier shall notify the UNDP in writing the full details of the shipment including Purchase Order/Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the UNDP a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax the above details and then send to the UNDP, by courier, two sets of documents

	comprising of one original and one copy of the following: (i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Ltd., Govt. of West Bengal*;* the Purchase Order/Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Ltd., Govt. of West Bengal, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, **or** railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements. (iii) Packing list identifying contents of each package. (iv) Manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) (vi) Supplier's Certificate of Origin covering all items supplied; (vii) Original copy of the certificate of weight issued by the port authority/licensed authority. (viii) Any other/additional procurement – specific document(s) required for delivery/payment purposes The above documents shall be received by the UNDP at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. (B) The supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one original and one copy of the documents mentioned below: (i) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal; (ii) Packing list identifying contents of each package (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied **II. For Goods from within India**

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

(i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Ltd., Govt. of West Bengal, the Purchase Order/Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Ltd., Govt. of West Bengal and delivery through to final destination as stated in the Contract.

(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).

(iv) Packing list identifying contents of each package;

(v) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

(vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)

(vii) Supplier's Certificate of Origin covering all items supplied.

(viii) Any other/additional procurement – specific document(s) required for delivery/payment purposes

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

(i) Consignment Receipt Certificate, indicating Goods' description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal;

(ii) Packing list identifying contents of each package

(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Acceptance/Installation Certificate to be issued.

GT&C 23	**Payment Terms** The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows: **(A) Payment for Goods supplied from outside India:** Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner: (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GT&C 22 along with **Consignee Receipt Certificate (Form-I)**, by direct bank transfer to the Supplier's nominated bank account. (ii) **On satisfactory installation, testing & commissioning:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the United Nations Development Programme (UNDP) on behalf of West Bengal Medical Services Corporation Ltd., Govt. of West Bengal, the Purchase Order/Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the **Satisfactory Installation, Training & Commissioning Certificate(Form –II)** issued by the Consignee. Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Development Programme (UNDP) on behalf of West Bengal Medical Services Corporation Ltd., Govt. of West Bengal, the Purchase Order/Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee. **(B) Payment for Goods and Services supplied from within India:** Payment for Goods and Services supplied from within the country shall be made in Indian Rupee, as follows: (i) **On Delivery to Consignee:** Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GT&C 22 along with **Consignee Receipt Certificate (Form-I)**, by direct bank transfer to the Supplier's nominated bank account. (ii) **On satisfactory installation, testing & commissioning:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, upon submission of an invoice (indicating the United Nations Development Programme (UNDP) on behalf of West Bengal Medical Services Corporation Ltd., Govt. of West Bengal, the Purchase Order/Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the **Satisfactory**

	Installation, Training & Commissioning Certificate(Form –II) issued by the Consignee..
GT&C 24	A Performance Security shall be required. (a) Within 15 days after the Issuance of Purchase Order to Supplier, the Supplier shall furnish Performance Security to the UNDP for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services. (b) The Performance Security shall be unconditional and irrevocable and in the form of either: • An unconditional Bank Guarantee **(Form III)** • A Demand Draft • A Cashier's Cheque • A Certified Cheque In the event of Vendors submitting the Performance Security in the form of a Cheque or Demand Draft in favour of UNDP, New Delhi, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period. Banks issuing Performance Securities must be acceptable to the UNDP Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank. The Performance Security shall be denominated in the currencies of payment of the Contract or in Indian Rupees (INR), in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days beyond the completion of all contractual liabilities of the Supplier under this contract, including warranty. UNDP reserves the right to request an extension of the Performance Security. Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier under this contract, including warranty. The Performance Security shall then be returned to the Vendor by UNDP. (c) In the event of any amendment issued to the Contract, the Supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended. (d) UNDP reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNDP reserves the right to request an extension of the performance security.

Section 11
Sample Form – CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following stores have been received.

1. Name of the item supplied (with Make & Model):

2. Purchase Order/Contract No. :

3. Name of the Supplier/Manufacturer:

4. Schedule No.

5. No. of Units supplied:

6. Place of destination:

7. Invoice No. & Date:

8. Details of Batch/Serial Numbers of item supplied:

9. Name and Address of the Consignee:

10. Date of receipt by the Consignee:

11. Signature of authorized representative of Consignees with date:
(Name and designation of the signatory to be written capital letters, below the signature)

12. Office Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in good condition and accepted.

Signature of the authorized representative of the consignee:

Name & Designation

Note: Before filling the above details kindly read the instructions given in appendix "A".

Appendix "A"

Important Points for signing of "Consignee Receipt Certificate" (CRC).

(a) No initials should be done on CRC, signature block/column. The person signing the CRC documents should do his/her complete signature which should be legible.

(b) The signatory should write his/her complete name in capital letters, designation, telephone number and his mobile number, below the signature.

(c) If the signatory on the CRC is of the level of store keeper or equivalent then it CRC should be countersigned by the Center In-charge or the next person in the seniority.

(d) The "Consignment Receipt Certificate" (CRC) should not be signed by the temporary staff of the organization i.e. Consultant etc.

(e) The consignees in number of cases are forgetting to write the date of receipt of material in the CRC. The "CRC" without date of receipt of material would not be accepted.

(f) In number of cases the official rubber stamp is not legible on the document. The official rubber stamp of the consignee should clearly legible on the CRC.

(g) Two copies of the CRC should be given to the supplier and one dispatched to UNDP directly. The address is: United Nations Development Programme, 55, Lodi Estate, New Delhi-110003.

(h) There should be no cutting/overwriting on the document. Wherever there is cutting or over writing on the document, this should be initialed/ signed properly.

(i) Signature as" For", is not acceptable on the CRC.

(j) Signature and other details on the CRC should be clearly legible.

(k) The CRC should be immediately dispatched to UNDP and others, after the receipt of material.

SECTION 12

Sample Form- Satisfactory Installation, Training & Commissioning Certificate

This is to certify that the goods as detailed below have been satisfactorily installed and commissioned and training provided in respect of their operational use:

a) Contact No:___________________ date ______
b) Description of the goods (with model no.):_______________________
c) Sl. Number(s) of the goods:_________________________
d) Quantity:____
e) Name of the transporter:_____________________________
f) LR/RR NO___________________________ dated_____________
g) Name of the consignee:_______________________________

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

a) Satisfactory Installation, Performance and commissioning/startup of equipment.
b) Furnishing of tools required for assembly and / or maintenance of the ………………… ……………………………..(Enter name of Equipment with model)
c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
d) Training of the paramedics, operators/users in operating the equipment to the satisfaction of the consignee.

Name of the personnel trained with designation	Signature

Signature______________
Name___________________
Designation with stamp____
Date_______

Countersigned by:
Signature______________
Name___________________
Designation with stamp____
Date_____
Phone No:--------; Fax no:

NOTE:

1. This certificate is to be filled up and issued by representative of the consignee and is to be duly stamped and countersigned by the supervisor.
2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax: +91 11 2462 7612 to UNDP, New Delhi.
3. In the case of leave or absence of the concerned Specialist, the certificate can be signed by the CMO/Dy CMO concerned.

Section – 13
Check-List Form

[Please fill in and include with your Bid – This should be the first page of your bid document]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed all the Bidding Forms ?; i.e.:			
Power of Attorney in favour of the signatory of the Bid.			
Bid Submission Form (in the correct form, indicating ITB No., bid validity, date, sign) **[Section 4]**			
Bid Security Form (in the correct form, and indicating the correct amount and correct validity period)			
Price Schedule Form **[Section 7]**			
Technical Bid Form Technical Specification Compliance Confirmation (Comparative Data Table) **[Section 6]**			
Bidder Information Form **[Section 5]**			
Joint Venture Partner Information Form **[Section 5]**			
Manufacturer' Authorization Form **[Section 5]**			
No Adverse Action Confirmation Form **[Section 5]**			
Performance Statement **[Section 5]**			
Annual Turnover Statement Form with supporting documents **[Section 5]**			
Annual Production Statement Form with supporting documents **[Section 5]**			