

# **INVITATION TO BID**

Design, Supply, Installation, Testing, Commissioning and Training of Pressure Swing Adsorption technology based Oxygen Generating Plant in 4 North Eastern States of India

ITB No.: [ITB/149/IND-2020]

Project: [Health Systems Strengthening - Multiple states]

Country: [INDIA]

Issued on: 26 September 2020

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- o Form A: Proposal Security
- **o** Form B: Performance Security
- o Form C: Advanced Payment
- Form D : Consignee Acceptance Certificate
- o Form E : Satisfactory Installation, Training and Commissioning Certificate

# **SECTION 1. LETTER OF INVITATION**

**Subject:** <u>Design, Supply, Installation, Testing & Commissioning of Pressure Swing Adsorption Technology</u> Based Oxygen Generating Plant in 4 North Eastern States of India

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria

Section 5: Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- o Form F: Price Schedule

#### Section 7: Templates

Issued by

- o Form A: Proposal Security
- o Form B: Performance Security
- Form C: Advanced Payment
- o Form D: Consignee Acceptance Certificate
- o Form E: Satisfactory Installation, Training and Commissioning Certificate

Approved by:

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to [vijay.thapliyal@undp.org], indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Name: [Vijay K. Thapliyal]

Title: [Procurement Assistant]

Date: September 26, 2020

Name: [Arun Arumughan]

Title: [Procurement Analyst]

Date: September 26, 2020

# **SECTION 2. INSTRUCTION TO BIDDERS**

GENERAL PROVISIONS		
Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
Fraud & Corruption, Gifts and Hospitality	1.5	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti</a>
	1.6	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	1.7	In pursuance of this policy, UNDP:
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	1.8	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct-english.pdf">http://www.un.org/depts/ptd/pdf/conduct-english.pdf</a>
Eligibility	1.9	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP

whether they are subject to any sanction or temporary suspension imposed by these organizations.

1.10 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

#### **Conflict of Interests**

- 1.11 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:
  - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 1.12 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 1.13 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
  - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

1.14 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

#### **B. PREPARATION OF BIDS**

## General Considerations

- 1.15 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 1.16 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify

	the UNDP accordingly.
Cost of Preparation of Bid	1.17 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
Language	1.18 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 BDS.
Documents Comprising the Bid	<ul> <li>1.19 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</li> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
Documents Establishing the Eligibility and Qualifications of the Bidder	1.20 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
Technical Bid Format and Content	1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	1.22 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	1.23 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	1.24 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
Price Schedule	1.25 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	1.26 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
Bid Security	1.27 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	1.28 The Bid Security shall be included along with the Bid. If Bid Security is required

by the ITB but is not found in the Bid, the offer shall be rejected. 1.29 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 1.30 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 1.31 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. Currencies 1.32 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) 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 Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. Joint Venture, 1.33 If the Bidder is a group of legal entities that will form or have formed a Joint Consortium or Venture (JV), Consortium or Association for the Bid, they shall confirm in their Association 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture. 1.34 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 1.35 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid. 1.36 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.

	.37 A JV, Consortium or Association in presenting its track record and experier should clearly differentiate between:	ıce
	<ul> <li>Those that were undertaken together by the JV, Consortium or Association</li> <li>and</li> </ul>	on;
	b) Those that were undertaken by the individual entities of the JV, Consortius or Association.	um
	.38 Previous contracts completed by individual experts working privately but w are permanently or were temporarily associated with any of the member fir cannot be claimed as the experience of the JV, Consortium or Association those of its members, but should only be claimed by the individual expethemselves in their presentation of their individual credentials	ms or
	.39 JV, Consortium or Associations are encouraged for high value, multi-sector requirements when the spectrum of expertise and resources required may represent the available within one firm.	
Only One Bid	.40 The Bidder (including the individual members of any Joint Venture) shall subronly one Bid, either in its own name or as part of a Joint Venture.	nit
	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if they are four to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common the parties, that puts them in a position to have access to information about, influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one leads submits another Bid under its name as lead Bidder; or some leads personnel proposed to be in the team of one Bidder participates in most than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more the one Bid.</li> </ul>	in om hird or Bid key ore the
Bid Validity Period	.42 Bids shall remain valid for the period specified in the BDS, commencing on t Deadline for Submission of Bids. A Bid valid for a shorter period may be reject by UNDP and rendered non-responsive.	
	.43 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rated the total price.	
Extension of Bid Validity Period	.44 In exceptional circumstances, prior to the expiration of the Bid validity period UNDP may request Bidders to extend the period of validity of their Bids. Trequest and the responses shall be made in writing, and shall be consider integral to the Bid.	Γhe
	.45 If the Bidder agrees to extend the validity of its Bid, it shall be done without a change to the original Bid.	any
	.46 The Bidder has the right to refuse to extend the validity of its Bid, in which ca	ise,

		the Bid shall not be further evaluated.
Clarification of Bid (from the Bidders)	1.47	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	1.48	UNDP will provide the responses to clarifications through the method specified in the BDS.
	1.49	UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.
Amendment of Bids	1.50	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	1.51	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
Alternative Bids	1.52	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.
	1.53	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
Pre-Bid Conference	1.54	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AND OPENING OF BIDS		
Submission	1.55 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.	
	1.56 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.	
	1.57 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.	
Hard copy (manual) submission	1.58 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:	
	a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.	
	<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>	
	If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.	
Email and eTendering submissions	1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:	
Submissions	<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>	
	<ul> <li>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ul>	
	1.60 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>	
Deadline for Submission of Bids and Late Bids	1.61 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP	

	1.62	UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
Withdrawal, Substitution, and	1.63	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	1.64	, i
	1.65	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	1.66	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
Bid Opening	1.67	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  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 submissions, in which case, the Bid shall be returned unopened to the Bidders.
	1.69	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS	
Confidentiality	1.70	Information relating to the examination, evaluation, and comparison of Bids, 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.
	1.71	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
<b>Evaluation of Bids</b>	1.72	UNDP will conduct the evaluation solely on the basis of the Bids received.
	1.73	Evaluation of Bids shall be undertaken in the following steps:  a) Preliminary Examination including Eligibility  b) Arithmetical check and ranking of bidders who passed preliminary

Preliminary Examination	examination by price.  c) Qualification assessment (if pre-qualification was not done)  a) Evaluation of Technical Bids  b) Evaluation of prices  Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary  1.74 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
Evaluation of Eligibility and Qualification	1.75 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	<ul> <li>1.76 In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
Evaluation of Technical Bid and prices	1.77 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
Due diligence	1.78 UNDP reserves the right to undertake a due diligence exercise, aimed at
	<ul> <li>determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> </ul>

	<ul> <li>d) Inquiry and reference checking with previous clients on the performation-going or completed contracts, including physical inspections of prevorks, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage with selection process, prior to awarding the contract.</li> </ul>	evious where
Clarification of Bids	79 To assist in the examination, evaluation and comparison of Bids, UNDP n its discretion, request any Bidder for a clarification of its Bid.	nay, at
	UNDP's request for clarification and the response shall be in writing a change in the prices or substance of the Bid shall be sought, offer permitted, except to provide clarification, and confirm the correction arithmetic errors discovered by UNDP in the evaluation of the Bi accordance with the ITB.	ed, or of any
	Any unsolicited clarification submitted by a Bidder in respect to its Bid, w not a response to a request by UNDP, shall not be considered during the and evaluation of the Bids.	
Responsiveness of Bid	UNDP's determination of a Bid's responsiveness will be based on the co of the bid itself. A substantially responsive Bid is one that conforms to terms, conditions, specifications and other requirements of the ITB w material deviation, reservation, or omission.	all the
	If a bid is not substantially responsive, it shall be rejected by UNDP and m subsequently be made responsive by the Bidder by correction of the m deviation, reservation, or omission.	-
Nonconformities, Reparable Errors and Omissions	Provided that a Bid is substantially responsive, UNDP may waive any conformities or omissions in the Bid that, in the opinion of UNDP, constitute a material deviation.	
	UNDP may request the Bidder to submit the necessary informati documentation, within a reasonable period, to rectify nonm nonconformities or omissions in the Bid related to documentation require Such omission shall not be related to any aspect of the price of the Bid. I of the Bidder to comply with the request may result in the rejection of its	aterial ments. Failure
	For the bids that have passed the preliminary examination, UNDP shall and correct arithmetical errors as follows:	check
	<ul> <li>a) if there is a discrepancy between the unit price and the line item tot is obtained by multiplying the unit price by the quantity, the unit price prevail and the line item total shall be corrected, unless in the opin UNDP there is an obvious misplacement of the decimal point in the price; in which case, the line item total as quoted shall govern and the</li> </ul>	e shall nion of ne unit
	<li>if there is an error in a total corresponding to the addition or subtract subtotals, the subtotals shall prevail and the total shall be corrected;</li>	
	c) if there is a discrepancy between words and figures, the amount in shall prevail, unless the amount expressed in words is related	

		arithmetic error, in which case the amount in figures shall prevail.
	1.87	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF CON	TRAC	Г
Right to Accept, Reject, Any or All Bids	1.88	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. UNDP shall not be obliged to award the contract to the lowest priced offer.
Award Criteria	1.89	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.
Debriefing	1.90	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
Right to Vary Requirements at the Time of Award	1.91	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
Contract Signature	1.92	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 to do so may 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 Second highest rated or call for new Bids.
Contract Type and General Terms and Conditions	1.93	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Performance Security	1.94	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

	the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a business="" content="" en="" home="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default&lt;/a&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;Liquidated Damages&lt;/th&gt;&lt;th&gt;1.96 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;&lt;b&gt;Payment Provisions&lt;/b&gt;&lt;/th&gt;&lt;th&gt;1.97 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;Vendor Protest&lt;/th&gt;&lt;th&gt;1.98 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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:  &lt;a href=" http:="" procurement="" protest-and-sanctions.html"="" undp="" www.undp.org="">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
Other Provisions	<ul> <li>1.99 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</li> <li>1.100 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</li> <li>1.101 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <ul> <li>http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer</li> </ul> </li> </ul>

# **SECTION 3. BID DATA SHEET**

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	[Parts or sub-parts of the Schedule/ Lot is not Allowed]  A Bidder may submit bids for one (complete) Lot or both Lots.  Proposals will be evaluated separately for each Lot.
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Date and Time: October 1, 2020 11:00 AM Venue: ZOOM Meeting.  The UNDP focal point for the arrangement is: [Sanjeev Mishra] E-mail: [sanjeev.mishra@undp.org]  NOTE: Interested bidders are advised to share the details of meeting participants to focal point by September 28, so that meeting link will be shared with them.
5	16	Bid Validity Period	In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Bid beyond what has been initially indicated in this ITB.  The bidder shall then confirm the extension in writing, without any modification whatsoever on the Bid.
6	13	Bid Security	☑ Required (INR 22,00,000 or US\$ 30,000 for each LOT)  Acceptable forms of Proposal Security: Bank Guarantee (See Section 7 – Form A for template).

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value, or USD 30,000, whichever is less.
			If the contractor requests advanced payment exceeds 20% of the total contract price, or USD 30,000 (whichever is less), the Bidder must submit a Bank Guarantee in the full amount of the advance payment in the form attached as Form C- Section 7.
8	42	Liquidated Damages	Will be imposed as follows:
			0.5% of total contract value per week  up to maximum of 10% of the total contract amount  Next course of action: Termination of Contract
9	40	Performance Security	☑ Required
			10% of the total value of the Purchase order, valid for 24 months from the date of Purchase Order. The performance security to be provided within one month upon signature of the PO through a Bank Guarantee favoring the UNDP Resident Representative, India from the bidder's bank in the form attached as Form-B Section 7.
10	12	Currency of Bid	Preferred Currency of Bid: Indian Rupees (INR)
			Bids in other currency also allowed.
			Reference date for determining UN Operational Exchange Rate : <b>Date of bid submission</b>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: [Vijay K. Thapliyal] Address: [55. Lodhi Estate, New Delhi-110003] E-mail address: [vijay.thapliyal@undp.org]
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
14	23	Deadline for Submission	<u>Date and Time</u> : As indicated in eTendering system. Note that system time zone indicated in the system is EST/EDT (New York) Time zone.
			PLEASE NOTE:
			1. Date and time visible on the main screen of event (on etendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the etendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.
			2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
15	22	Allowable Manner of Submitting Bids	⊠ e-Tendering
16	22	Bid Submission Address	https://etendering.partneragencies.org
17	22	Electronic submission (eTendering only) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 5 MB</li> </ul>
18	25	Date, time and venue for the opening of bid	Date and Time: October 8, 2020 6:00 PM Bidders will receive an automatic notification once their Bids are opened.
19	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
			A Bidder may submit bids for one Lot or both Lots and may be the lowest priced for each Lot.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
			Therefore, the selection for each Lot will be subject to the following additional considerations:
			1) In order to ensure the Best Value for Money Principle, UNDP will award the contract on lot(s) basis to the lowest priced technically responsive bidder(s) for each Lot;
			2) In the event where a bidder emerges as lowest priced technically responsive for both Lots, UNDP has the right not to award the contract to the lowest priced bidder in case when the bidder has no capacity to perform works concurrently on both Lots. The bidder in subject will be awarded with Lot according to assessed and proven capacity and determination which Lot to award will be based on the following order:
			- Lot(s) where there is no other responsive bid received;
			- for Lot with highest cost difference to next ranked bidder. In such case, for the other Lot, the criteria for awarding not the lowest priced bid will be based on calculating the least price difference between the lowest and next ranked bidder.
			Irrespective of determined capacity to undertake more than one lot, UNDP may decide at its discretion to award Lots to different bidders to reduce risk of delivery.
20		Latest Expected Delivery	<b>Installation &amp; Delivery period:</b> 12 weeks from date of issuance of Supply Order
21		Maximum expected duration of contract	Two (2) Years.
22	35	UNDP will award the contract to:	One or more Bidders (Refer – BDS 19)
23	39	Type of Contract	Purchase Order
24	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts https://www.undp.org/content/dam/undp/library/corporate/Procurem ent/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20 and-or%20Services)%20-%20Sept%202017.pdf
25.		Payment Terms:	Full & Final Payment will be released only after the following conditions are met by the successful bidder(s)
			1. UNDP approved Technical Expert/Consultant /Third party certifies that the equipment's (Medical Grade Oxygen Generation plant) have been installed &

BDS No.	Ref. to Section.2		Data	Specific Instructions / Requirements
				<ul><li>commissioned as per the technical conditions laid down in the tender.</li><li>2. Installation Certificate is issued by the respective user/</li></ul>
				hospital.  3. One Month performance certificate certifying that the equipment (Medical Grade Oxygen Generating Plant) has worked satisfactorily for one month, needs to be issued by user/Hospital & by UNDP appointed Technical Expert/Consultant
26		Pre-dispatch inspection		Pre-dispatch inspection will take place through an independent inspection agency to ensure that product has 100% adherence to the technical specifications. On the product being approved as conforming to the required specifications, Dispatch Clearance Certificate (DCC) will be issued.
27		Other Info	ormation Related to the ITE	:
		Sl. No.	Description	Requirement
		i	Customs clearance, if required, shall be done b	Supplier/Offeror y:
		ii	Relevant clearance/ licen /permissions required for import & installation of Oxygen generation plant	se Supplier/Offeror
		iii	Delivery Terms	[INCOTERMS 2010] : DAP – Final Destination as per Section 5b. Schedule of Requirement.
		V.	Required documents the must be submitted establish qualification bidder:	to - Duly completed Price Schedule Form
		vi.	Award of contract by oth UN agencies.	er Other United Nations Agencies, Funds and Programme shall be entitled to place contracts under the prices and terms of the Bidding. Contracts placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity.

# **SECTION 4. EVALUATION CRITERIA**

## **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Vendor is legally registered entity
- Completed Bid Price Form
- Declarations
- Validity of Bid as per ITB Document
- Submission of Bid Security
- Manufacturer Authorization, if applicable.
- Acceptance of UNDP General Terms and Conditions

## **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>	Form B: Bidder Information Form

Subject	Criteria	Document Submission requirement
	<ul> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>	
	Export import Elections, in applicable	
Other Requirements	<ul> <li>Details of Local after Sales Service – Atleast one service centre in North East India to take care of this requirement</li> <li>Risk and Mitigation Measure - Bidder is to share possible</li> </ul>	Form E: Technical Bid Form
	Risk and Mitigation measure as a part of technical bid	
	Safety Guidelines – Bidders is to share safety procedures to be followed by end user as a part of technical bid	
	<ul> <li>Training to Staff Members of end user – Bidder is to provide training plan/ schedule alongwith details of expert trainers as a part of technical bid</li> </ul>	
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	At least 7 years of experience of supplying the quoted equipment.	Form D: Qualification Form
	The Bidder should have installed at least 10 installations of Medical grade Oxygen Generation Module of the quoted make, in India, along with satisfactory performance certificate issued by a competent authority.	
Financial Standing	Minimum average annual turnover for the last three completed financial years :	Form D: Qualification Form
	For Lot 1 : INR 10,00,00,000 / USD 1,300,000 For Lot 2 : INR 11,00,00,000 / USD 1,500,000	
	Bidder must demonstrate its financial capacity to execute the contract, if awarded.	

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Subject	Criteria	Document Submission requirement
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.  Bidder must demonstrate its technical capacity to execute the contract, if awarded.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates.	Form F: Price Schedule Form

# **SECTION 5A:**

# TECHNICAL SPECIFICATIONS

Turnkey package for Design, Supply, Installation, Testing, Commissioning and Training of, 93±3% purity PLC aided, PSA technology-based Oxygen Generating Plant

#### TECHNICAL SPECIFICATIONS OF MEDICAL OXYGEN GENERATION PLANT ALONG WITH ALLIED EQUIMENTS

#### 1. Oxygen Concentrator Module:

i) Fully automated system Microprocessor based oxygen concentrator module, duplex process valve system with PSA (Pressure Swing Adsorption) Technology.

Each module should be able to produce medical grade oxygen purity of  $93\% \pm 3\%$ . The oxygen should be of medical grade and shall be supplied through oxygen outlet at minimum pressure of 4.2 bar (61 psi) at all times of operations of the generator. Automatic shut off valve should be installed to control the medical oxygen purity and pressure. The oxygen concentrator system shall have PSA sieve beds with touch screen for display of size not less than 5" for constant quality control by measuring oxygen purity, outlet pressure, instruction manual, curves of oxygen pressure, basic setting, alarm facility for process a cycle failure, low oxygen pressure, maintenance alerts, process overview with valve operation and an analogue values. In case of valve malfunctioning, the panel shall have diagnostic tool to pin point exact values in question for fast service.

ii) Medical Oxygen (As per Indian Pharmacopeia 2018- Oxygen 93%). Oxygen 93% contains not less than 90.0 percent and not more than 96.0 percent v/v of O2

Oxygen Purity 93% +/- 3% CO < 5 ppm CO2 < 300 ppm Water Vapour (< 67 ppm)

- iii) Maintenance Free self-lubricating, heavy duty valve section, angle seat pneumatic valve technology for constant availability of pure oxygen. The inlet pressure sensor shall be included in the scope of the contract.
- iv) The oxygen concentrator should have built in Zirconium/Ultrasonic type oxygen sensor with Oxygen Analyzer with digital display having automatic backup control system also fitted with Medical sterile and bacterial filter.
- v) Operating Temperature range -100 C to 400 C
- vi) All the Certifications should be provided by Original Equipment Manufacturer
  - It should have ISO 9001:2008 certification for organization
  - Oxygen Generator must have US FDA (United States, Food and Drug Administration) or CE (Conformity Europeenne) / EC (European certificate) of the Original Equipment Manufacturer
  - ISO 13485: 2016 certification for design of medical systems
  - ISO 10083, EN ISO 7396-1, EN 737-3 European Standards and should be in accordance with medical device directives 93/42/EEC or Medical use international standard regarding the supply of oxygen via oxygen generators for a use in medical gases distribution networks.

vii) The bidder should give a certificate from the OEM that the generator offered by the bidder (its brand and its model Number) is manufactured by the OEM as a medical grade oxygen generator and sold as such in INDIA.

viii) The Bidder should offer for a Medical grade Oxygen Generation Module which has at least 15 installations of the quoted make, in INDIA. Bidder should provide satisfactory performance certificates of their installations from their users.

#### 2. Compressed Air system consisting of screw type compressor

The oxygen concentrator should be supplied with Air compressor system to meet the peak load at atmospheric air and pressure requirement. The compressor should be suitable as per site conditions, for max. working pressure of 8 bar, fitted with electric motor, three phase, AC 415 ± 1% volts, 50 hz frequency, rotary screw element complete with dry paper type suction air filter with silencer, conveniently located for easy replacement of filter element with integrated regulating valve for load/ unload control system, simple design with only one moving part, need no regular adjustment, three way solenoid valve required for load/ unload regulation of the compressor, air/ oil temperature sensor to sense the air oil temperature, electronic controlled that optimizes operations of the compressed system, should act as intelligent user interface for improved navigation, should monitors, controls, protect the compressed system. Start/ Stop for starting/ stopping the compressor having inbuilt display unit with the keypad users interface for indicating the following messages.

Operation Type: Automatic loading and unloading of Compressor

Control Type: Local, Remote & Computer

Timer Activated / not activated,

Discharge Pressure, running hours, loading hours, regulator hours, service Plan.

Compressor Package is enclosed in a powder coated acoustic canopy with sound absorbing material for limiting the noise level. Canopy is pressurized ensuring no pressure drop at suction filter and avoids entry for dust particles in the element in the anti-vibration mounts support electric motor and compressor unit and isolate the moving components from the rest of the structure. The desired working pressure of the compressed dry air should be 8.0 bar.

Type of Cooling System to be Air cooled. For Energy saving criteria: The compressor should be stopped once attains the required pressure within 2 minutes.

## 3. Refrigerant Air Dryer

Refrigerant type Air Dryer should have inlet pressure equal to outlet pressure from Air compressor, inlet air temperature less than 45  $^{\circ}$ C, ambient temperature +0  $^{\circ}$ C to +45  $^{\circ}$ C, dew point temperature of maximum +3  $^{\circ}$ C and inlet air capacity compatible to air delivery of 8.0 bar. Refrigerant to be Non-CFC.

#### 4. Filtration system for the compressed Air

Feed air quality of the oxygen concentrator should be conforming to ISO 8573 Class 4 and is of filtration grade of 0.01 micron. The filtration system should include both inlet filtration comprising of micro filter and active carbon filter as well as outlet filtration comprising dust fine filter. Type of filters to be specified in terms of Prefilter, Fine filters and activated carbon Filter

#### 5. Air Receiver

The system should be provided with an Air Receiver having the specific capacity and should be designed in such a way to sustain pressure of 8 bars. The air receiver should be fabricated as per ASME Sec VIII Div.1 or IS 2825 code and fitted with 2 Nos. auto drain-out moisture filters. (MOC)Material of Construction to be

mentioned. Tank should have auto drain valve with timer to be provided as a safety valve.

#### 6. Oxygen Surge Tank

The Oxygen Generator should be supplied with Oxygen Surge Tank having specific capacity, fabricated as per ASME Sec VIII Div.1 or IS 2825 code, along with drain valves, inter connecting piping, NRV, control switch and should be fitted with requisite pressure gauges to display pressure for Oxygen tank..The MOC (Material of Construction for Oxygen Tank to be included)

#### 7. Main Electrical Panel:

The Main electrical control Panel should be compatible with Oxygen plant and allied equipments and should be flame proof. The Panel should have automatic starter, overload protection, single phase preventer, timer assemblies, emergency stop buttons and indication lamps etc. for successful operation of all the components of the Oxygen plant

Charging of the panel to me included in the scope of work(This requires Cable lying, electrification work from the main panel and earthing works). The entire cabling from the mains to the panel should be armoured cable up to 30 mtrs only.

#### 8. Automatic change over Panel

The automatic change over panel shall be compatible with oxygen Plant. The Cover of Panel shall be made of SS/MS duly powder coated. The Change Over should consist of 02 no. of Solenoid Valve, 09 no. of Ball Valve, 01 no. of Pressure Switch, 01 no. pressure Gauge, 01 no. AC/DC Converter, 03 nos. Indicators, 01 no. Pressure Regulator, Inlet and outlet for Oxygen with copper tubing of 28 mm dia.

#### 9. Alarm System

Providing and fitting of Main Alarm Panel to indicate any abnormality of gas pressure and other failures of the system. Job includes providing of Medical Gas Alarm System for 01 services viz. oxygen. The Alarm System consists of an isolation valve box, pressure sensors, circuit plate with LED colour indicators for visual indications. The Gas Alarm system is sensitive to detect any pressure drop in the supply pipelines. The Alarm System is fitted with electronic hotter/ audio siren for audio indications of pressure drop. The alarm is provided with the manual pressure gauge for indication of pressure in services. It shall have anti-microbial coating labels for touch control. The alarm system shall be complete with digital display, sensor module and power supply. The alarm system shall be complete with all indication controls, wirings, accessories etc as required.

#### 10. Servo Voltage stabilizer

Servo voltage stabilizer of suitable capacity for oxygen plant and allied equipment's with input voltage range 300V-480V & output voltage 415+1% rating 3 phase 50Hz, micro processed based digital display suitable for unbalanced / balanced supply and unbalanced/balanced load copper wound with bypass switch, MCCB, selector switches, complete in all respect.

#### 11. 2 KVA Online UPS

With at least 30 min backup for PLC of the concentrator plant or as per manufacturers standards.

12. Flow line diagram of the oxygen plant should be provided with the tender document

- **13**. Erection of the plant should be under the scope of the bidders (which includes masonry works required for plant erection and commissioning as per the Foundation layout.
- **14**.Piping works(including fabrication/welding/jointing if required) to be included in the scope of work Only upto 3 mtrs within the accessories connection
- **15.** All the equipment's including the accessories supplied as per the technical specification should carry comprehensive warranty for a period of Two years. During this period, the successful biddershall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.

#### **Quality Certificates:**

- a. Copy of ISO certification or GMP Certificate of its original equipment manufacturer.
- b. ISO 13485: 2016 certification for design of medical systems
- c. ISO 10083, EN ISO 7396-1, EN 737-3 European Standards and should be in accordance with medical device directives 93/42/EEC or Medical use international standard regarding the supply of oxygen via oxygen generators for a use in medical gases distribution networks.
- d. The Medical grade oxygen concentrator/generator shall be either US FDA approved or should have CE(Conformite Europeenne)/European Certificate( EC) with four digit denomination number and a certificate that the oxygen generated complies with Medical grade standard of the OEM be uploaded.

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

	YES	NO	
ANY DEVIATIONS MUST BE LISTED	BELOW:		
		Signature	
		Name	
		Designation with stamp	
		Date	

#### **OTHER DOCUMENTS:**

- 1. The bidder will provide an after-sales service component for the product to be procured, which utilizes local suppliers Bidders will provide documentation that clearly outlines:
  - what current partnerships exist with local after-sales service providers (and in which locations)
  - which geographical areas are not covered by current partnerships
  - what is covered under the terms and conditions/scope of the service, and what is not covered
  - the contact information for a sample of those partnerships (for verification purposes)
  - the process that project personnel will need to follow to access the after sales service networks,
  - the availability of spare parts (e.g. in stock quantities)
  - references of quality for a sample of local partners
- 2. The bidder should give a certificate from the OEM that the generator offered by the bidder (its brand and its model Number) is manufactured by the OEM as a medical grade oxygen generator and sold as such in India.
- 3. The GA (General Arrangements) drawings for each site to be provided.
- 4. The successful bidder has to warrant that the Goods supplied under this Contract are new & unused.
- 5. The successful bidder further have to Guarantee that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship.
- 6. The prospective bidder, who are manufacturers/Dealers/distributors, shall submit an undertaking from Original Equipment Manufacturers (OEM) that they are willing to provide spare parts during the period of warranty/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the bidders. Without this undertaking, the prospective bidder may get disqualified from the Technical Bid.
- 7. The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the trouble free operation/performance of the equipment's for the prescribed period need only participate in the tender.
- 8. Bidder will provide complete Civil/Foundation Drawings/ mentioning area required for installation & commissioning of PSA Oxygen generators, along with area required for putting suitable size manifolds and storage area of adequate number of Cylinders.

# Time Limits / conditions prescribed

SI. No	Activity	Time Limit
1	Installation & Delivery period	12 weeks from date of issuance of Supply Order
2	Warranty Period	30 Months from date of delivery OR 24 months from
		date of installation
3	Comprehensive warranty period (all	2 years.
	spares Inclusive)	
4	Annual Maintenance Contract (AMC)/	3 years.
	Comprehensive Annual Maintenance	
	Contract (CAMC) period	
5	Frequency of visits to all User Institution	One visit every 3 months (4 visits in a year) for periodic
	concerned during Warranty/	/ preventive maintenance and any time for attending
	AMC/CAMC	repairs / break down calls.

SI. No	Activity	Time Limit
6	Frequency of payment of AMC /CAMC	Every six months after completion of the period
	charges	
7	Maximum time to attend any Repair call	Within 48 hours
8	Uptime in a year	The bidder shall ensure uptime of 95% as mentioned in Specific Conditions of Contract. The bidder shall provide up-time warranty of complete equipment, the uptime being calculated on 24 (hrs) X 7 (days) basis, failing which the extension of Warranty period will be extended by double the downtime period.

# **Related/Ancillary Services**

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

## Guarantee/Warranty terms:

- On expiration of the comprehensive warranty period, the successful bidder shall be willing to provide after sales support for an additional period of **Three years** as prescribed.
- The decision to enter into AMC /CAMC will be determined on the basis of cost and complexity of the equipment by the User Institution, at its discretion, prior to the expiration of warranty period.
- The Comprehensive Annual Maintenance Contract (CAMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CAMC, only difference being the payment of CAMC charges is absent during the period of comprehensive warranty. The CAMC rate quoted in the Price Bid is exclusive of tax (service tax) and other tax, if applicable, will be provided at the time of execution.
- During Annual Maintenance Contract, the cost of spares will be borne by the user hospital, as the case may be. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares. Frequency of visit of technical person to the user hospital during AMC/CMC will be as mentioned in Time Limits / conditions prescribed. An AMC is a CAMC with provisions for payment of cost of spare parts during the currency of the contract by the User Hospital.
- The after sales service shall be performed during the warranty period and also during the Comprehensive Annual Maintenance Period (CAMC)/ Annual Maintenance Contract, if awarded.
- Failure to provide satisfactory after sales services during or after the warranty period and CAMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

# **SECTION 5B:**

# **SCHEDULE OF REQUIREMENT**

S No.	State	District	Name of the Hospital	Bed Capacity	Number of Oxygen Generation Plant	Capacity of Oxygen Generation Plant (LPM)
			LOT 1			
1	Tripura	Agartala	IGM Hospital	510	1	1050
2	Tripura	Sepahijala	SDH, Melaghar	55	1	150
3	Tripura	Khowai	District Hospital, Khowai	100	1	150
4	Arunachal Pradesh	Itanagar Capital Complex	Tomo Riba Institute of Health & Medical Sciences (TRIHMS) Naharlagun	300	2	600
5	Arunachal Pradesh	East Siang	BPGH Pashighat	150	1	300
6	Nagaland	Tuensang	District Hospital	100	1	150
7	Nagaland	Phek	District Hospital	100	1	150
8	Meghalaya	West Garo Hills	Civil Hospital, Tura	250	1	500
9	Meghalaya	Ri Bhoi	Civil Hospital, Nongpoh	100	1	150
10	Meghalaya	West Jaintia Hills	Civil Hospital Jowai	100	1	150
			LOT 2			
1	Tripura	Gomati	District Hospital, Gomati, Udaipur	170	1	320
2	Tripura	Dhalai	District Hospital, Dhalai	150	1	280
3	Tripura	Unakoti	District Hospital, Unakoti	150	1	280
4	Tripura	North Tripura	District Hospital, North Tripura	100	1	150
5	Tripura	South Tripura	District Hospital, South, Shantirbazar	100	1	150
6	Arunachal Pradesh	Tawang	District Hospital	101	1	150

S No.	State	District	Name of the Hospital	Bed Capacity	Number of Oxygen Generation Plant	Capacity of Oxygen Generation Plant (LPM)
7	Arunachal Pradesh	Lower Subansiri	Gyati Taka General Hospital, Ziro	100	1	150
8	Arunachal Pradesh	Lohit	General hospital, Tezu	72	1	100
9	Arunachal Pradesh	Upper Siang	District Hospital Yiangkiong	70	1	100
10	Arunachal Pradesh	Upper Subansiri	District Hospital	84	1	100
11	Arunachal Pradesh	Leparada Basar	District Hospital	40	1	100
12	Arunachal Pradesh	Tirap, Khonsa	District Hospital	57	1	100
13	Arunachal Pradesh	West Siang	GH, Aalo	105	1	100
14	Arunachal Pradesh	West Kameng	DH, Bomdila	30	1	100
15	Nagaland	Kiphire	District Hospital	50	1	90
16	Nagaland	Wokha	District Hospital	50	1	90
17	Nagaland	Zunheboto	District Hospital	100	1	150
18	Nagaland	Peren	District Hospital	50	1	150
19	Nagaland	Longleng	District Hospital	50	1	150
20	Meghalaya	West Khasi Hills	Civil Hospital, Nongstoin	100	1	150
		Tot	31			

## NOTES:

- 1. Detailed delivery addresses will be provided at the time of award of purchase order.
- 2. The supplier will be responsible for protection of materials, property and equipment before successful delivery and handover to UNDP.
- 3. Unit prices quoted must be inclusive of all costs necessary to supply these items, including delivery, warranty, transport cost, insurance, materials, etc.

# SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

#### **Technical Bid:**

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Have you duly completed all the Returnable Bidding Forms?		
<ul> <li>Form A: Bid Submission Form</li> </ul>		
<ul> <li>Form B: Bidder Information Form</li> </ul>		
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>		
■ Form D: Qualification Form		
<ul> <li>Form E: Format of Technical Bid</li> </ul>		
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?		
This should include		
1. Certificates		
2. Bid security		
Price Schedule:		
Form F: Price Schedule Form		

#### Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference: [ITB/149/IND-2020]			

We, the undersigned, offer to supply the goods and related services required for **Design, Supply, Installation, Testing, Commissioning and Training of Pressure Swing Adsorption Technology Based Oxygen Generating Plant in 4 North Eastern States of India in accordance with your Invitation to Bid No. [ITB/149/IND-2020] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.** 

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future:
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name/Title	
Date:	
Signature:	 [Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	$\square$ Yes $\square$ No If yes, [insert UGNM vendor number]		
Are you a UNDP vendor?	$\square$ Yes $\square$ No If yes, [insert UNDP vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		
Contact person that UNDP may	Name and Title: [Complete]		

contact for requests for	Telephone numbers: [Complete]
clarifications during Bid evaluation	Email: [Complete]
Please attach the following documents:	<ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the 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</li> <li>Trade name registration papers, if applicable</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>Export Licenses, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>

# Form C: Joint Venture/Consortium/Association Information Form

Name	e of Bidder:	[Insert Name of Bio	dder]		Date:	Select date			
ITB re	eference:	[ITB/149/IND-2020	)]						
	completed and r re/Consortium/A	eturned with your Bi ssociation.	d if the Bid is su	omitted as a Join	nt				
No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)  Proposed proportion of responsibilities (in %) and type of goods and/or service to be performed								
1	[Complete]			[Complete]					
2	[Complete]			[Complete]					
3	[Complete]			[Complete]					
We halikely leventur  Let  We hee	(with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)  We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:     Description								
Signa	ture:		Sign	ne of partner:					
Nam	e of partner:			Name of partner:					
Signa	ture:		Sig	Signature:					
Date:			Dat	e:					

# Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[ITB/149/IND-2020]		

If JV/Consortium/Association, to be completed by each partner.

# **History of Non- Performing Contracts**

□Non-perf	□Non-performing contracts did not occur during the last 3 years								
☐ Contract	☐ Contract(s) not performed in the last 3 years								
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)						
		Name of Client: Address of Client: Reason(s) for non-performance:							

# **Litigation History** (including pending litigation)

□ No litiga	$\square$ No litigation history for the last 3 years									
☐ Litigation	☐ Litigation History as indicated below									
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)							
uispute	dispute (iii 034)	Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	(current value in 034)							

# **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

- a. Performance Certificate of 10 installed plants in India of the quoted Make
- b. Copies of previous orders of 10 installed plants in India of the quoted Make
- c. Installation list in India along with make supplied.

# **Financial Standing**

Annual Turnover for the last 3 years	Year Year Year	USD/INR USD/INR USD/INR
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years							
	Year 1	Year 2	Year 3					
	In	formation from Balance Sh	eet					
Total Assets (TA)								
Total Liabilities (TL)								
Current Assets (CA)								
Current Liabilities (CL)								
	Info	rmation from Income State	ment					
Total / Gross Revenue (TR)								
Profits Before Taxes (PBT)								
Net Profit								
Current Ratio								

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

#### Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[ITB/149/IND-2020]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

#### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

#### **SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

#### **FORM F:** Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[ITB/149/IND-2020]		

#### [This Form must be submitted only using the Supplier's Official Letterhead/Stationery]

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per ITB Reference No. ITB-149-IND-2020:

#### **Price Bids:**

- 1. The bidders shall quote prices in all necessary fields in the available Price Bid format. They shall offer rates for Medical Grade Oxygen Generating plant (based on PSA Technology) with Single Compressor & Air Dryer. Bidders shall not edit Oxygen Generator size, Compressor power/KW, Voltage Stabilizer Capacity.
- 2.The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 3.Price Offered shall be all inclusive. Price quoted should be inclusive for the supply, transportation, installation, training (if necessary) and successful commissioning of Medical Grade Oxygen Generating plant, accessories and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
- 4. Fixed price: Prices quoted by the bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 5. Bidders have to offer location wise (as mentioned in the Price Bid document) rates for Annual Maintenance Contract (AMC) & Comprehensive Annual Maintenance Contract (CAMC) for Medical Grade Oxygen Generator(based on PSA technology) with Single Compressor & Air dryer..
- 6. The price bid evaluation will be on the basis of Equipment cost but bidders have to compulsory quote/offer rates for Annual Maintenance Contract/ Comprehensive Annual Maintenance Contract. However, the successful bidder is required to undertake preventive maintenance and attend all repairs(including free of cost essential spares, required for satisfactory performance of the equipment) if any, that may arise during the warranty period of Two years and thereafter for additional period of Threeyears, for which the rates of Annual Maintenance Contract or Comprehensive Annual Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) and Annual Maintenance Contract (AMC- without spares) shall be finalized at the time of tender itself.

CURRENCY OF BID:	
MAKE /MODEL:	

				Price Bid	with Sin	gle Co	mpressor & A	ir Dryer				
Cabadala			Size of	C	Servo	Ge	COST of Oxygen nerator (OG), ithout taxes	Quantity (in Nos.)	(-chorator without		Cost for Annual	Cost for (CAMC)
Schedule No.	Hospital	Location	Oxygen Generator/ LPM	Compressor/ KW	voltage Stabiliser capacity	Cost of OG Plant	Cost of Installation, Commissioning and training		Total Cost of OG Plant	Total Cost of Installation, Commissioning and training	Maintenance Contract (AMC)	
						LOT	1					
Tripura	IGM Hospital	Agartala	1050 LPM	75KW	350KVA			1				
Tripura	SDH, Melaghar	Sepahijala	150LPM	11Kw	50KVA			1				
Tripura	District Hospital, Khowai	Khowai	150LPM	11Kw	50KVA			1				
Arunachal Pradesh	Tomo Riba Institute of Health & Medical Sciences (TRIHMS) Naharlagun	Naharlagun	600LPM	55kw	250KVA			2				
Arunachal	BPGH	Pashighat	300LPM	22kw	100KVA			1				
Pradesh	Pashighat											
Nagaland	District hospital	Tuengsang	150LPM	25Kw	100KVA			1				
Nagaland	District Hospital	Phek	150LPM	25kw	100KVA			1				

				Price Bid	with Sin	gle Co	mpressor & A	ir Dryer				
Calhedada	Hospital	ital Location	Size of Oxygen Generator/ LPM	Compressor/ KW	Servo voltage Stabiliser capacity	UNIT COST of Oxygen Generator (OG), without taxes		Quantity (in Nos.)			Cost for Annual	Cost for (CAMC)
Schedule No.						Cost of OG Plant	Cost of Installation, Commissioning and training		Total Cost of OG Plant	Total Cost of Installation, Commissioning and training	Maintenance Contract (AMC)	
Meghalaya	Civil Hospital, Tura	Tura	500LPM	55kw	250KVA			1				
Meghalaya	Civil Hospital, Nongpoh	Nongpoh	150LPM	11Kw	50KVA			1				
Meghalaya	Civil Hospital Jowai	Jowai	150LPM	25kw	100KVA			1				
				<u> </u>		Any	other cost, if any					
						T01	TAL (LOT 1)	11				
						LOT	2					
Tripura	District Hospital, Gomati, Udaipur	Gomati	320LPM	25kw	100KVA			1				
Tripura	District Hospital, Dhalai	Dhalai	280LPM	22kw	100KVA			1				
Tripura	District Hospital, Unakoti	Unakoti	280LPM	25kw	100KVA			1				
Tripura	District Hospital, North Tripura	North Tripura	150LPM	11Kw	50KVA			1				

Price Bid with Single Compressor & Air Dryer												
Calcalata	Hospital	Location	Size of Oxygen Generator/ LPM	Compressor/ KW	Servo voltage Stabiliser capacity	UNIT COST of Oxygen Generator (OG), without taxes		Quantity (in Nos.)	TOTAL COST of OG Generator, without taxes/INR		Cost for Annual	Cost for (CAMC)
Schedule No.						Cost of OG Plant	Cost of Installation, Commissioning and training		Total Cost of OG Plant	Total Cost of Installation, Commissioning and training	Maintenance Contract (AMC)	
Tripura	District Hospital, South, Shantirbazar	South Tripura	150LPM	11Kw	50KVA			1				
Arunachal Pradesh	District Hospital, Tawang	Tawang	150LPM	25Kw	100KVA			1				
Arunachal Pradesh	Gyati Taka General Hospital, Ziro	Ziro	150LPM	25KW	100KVA			1				
Arunachal Pradesh	General hospital, Tezu	Tezu	100LPM	7.5Kw	30KVA			1				
Arunachal Pradesh	District Hospital Yiangkiong	Yiangkiong	100LPM	11Kw	50KVA			1				
Arunachal Pradesh	District Hospital	Upper Subansiri	100LPM	7.5 Kw	30 KVA			1				
Arunachal Pradesh	District Hospital	Leparada Basar	100LPM	7.5 Kw	30 KVA			1				
Arunachal Pradesh	District Hospital	Tirap, Khonsa	100LPM	11 Kw	50 KVA			1				

Price Bid with Single Compressor & Air Dryer												
	Hospital		Size of Oxygen Generator/ LPM	Compressor/ KW	Servo voltage Stabiliser capacity	UNIT COST of Oxygen Generator (OG), without taxes		Quantity (in Nos.)	TOTAL COST of OG Generator, without taxes/INR		Cost for Annual	Cost for (CAMC)
Schedule No.		Location				Cost of OG Plant	Cost of Installation, Commissioning and training		Total Cost of OG Plant	Total Cost of Installation, Commissioning and training	Maintenance Contract (AMC)	
Arunachal Pradesh	GH, Aalo	West Siang	100LPM	7.5 Kw	30 KVA			1				
Arunachal Pradesh	DH, Bomdila	West Kameng	100LPM	11 Kw	50 KVA			1				
Meghalaya	Civil Hospital, Nongstoin	Nongstoin	150LPM	25Kw	100KVA			1				
Nagaland	District Hospital	Kiphire	90LPM	7.5Kw	30KVA			1				
Nagaland	District Hospital	Wokha	90LPM	11 KW	50KVA			1				
Nagaland	District Hospital	Zunheboto	150LPM	22 Kw	100 KVA			1				
Nagaland	District Hospital	Peren	150LPM	22 Kw	100 KVA			1				
Nagaland	District Hospital	Longleng	150LPM	22 Kw	100 KVA			1				
			1		Ar	y othe	er cost, if any					
						TOT	AL (LOT 2)	20				

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 SECTION 3 – BID DATA SHEET.						
Exact name and address of company COMPANY NAME	AUTHORIZED SIGNATURE DATE					
ADDRESSFAX NO	NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)					
EMAIL ADDRESS OF CONTACT PERSONOTHER EMAIL ADDRESSES	FUNCTIONAL TITLE OF SIGNATORY WEB SITE					

### **SECTION 7: TEMPLATES**

# **FORM A: BID/PROPOSAL SECURITY**

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

To:	UNDP [Insert contact information as provided in Data Sheet]
	WHEREAS [name and address of Contractor] (hereinafter called "the Proposer/Bidder") has tted a Proposal/Bid to UNDP dated Click here to enter a date., to execute Services/Supply (hereinafter called "the Proposal/the Bid"):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal/Bid after the date of the opening of the Proposals/Bid;
- c) Fails to comply with UNDP's variation of requirement, as per RFP/ITB instructions; 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 Proposer/Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer/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 Proposal 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 30 days from the date of the validity of the Proposal/Bid.

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Oate	
Name of Bank	
Address	

#### PERFORMANCE SECURITY

#### INSERT LETTERHEAD OF THE BANK

#### [date]

To: Beneficiary

United Nations Development Programme (UNDP)

[insert address]

Contractor

[insert information on contractor]

Reference: Guarantee No. [insert number]

Dear Sirs,

WHEREAS, the United Nations Development Programme (the "Beneficiary") and [Name of Contractor] (the "Contractor") have entered into Contract No. [contract number] for [insert description of contract], which entered into force on [date] (the "Contract");

WHEREAS, the Contract requires that the Contractor furnishes a bank guarantee for a sum specified in the Contract as security for the Contractor's satisfactory compliance with its obligations under then Contract;

WHEREAS, we [Name of the Bank] (the "Guarantor"), have agreed to give the Contractor such Guarantee;

NOW THEREFORE, we, the Guarantor, hereby undertake to pay to the Beneficiary, upon the Beneficiary's first written demand and without cavil or arguments any sum or sums not exceeding in the aggregate **[currency][amount in words and figures]** or such lesser sum of money as the Beneficiary may by such written demand require to be paid, accompanied by the Beneficiary's written statement that the Contractor is in breach of its obligations under the Contract, without the

need to specify, prove or show grounds or reasons for such demand. Such statement shall be conclusive evidence of the Beneficiary's entitlement to payment in the amount demanded, up to the amount of this Guarantee.

The maximum guaranteed amount under this Guarantee is [currency] [amount in words and figures].

We, the Guarantor, further agree that no change or addition to or other modification of the terms of the Contract or of the works, goods and services acquired thereunder, which may be made between the Beneficiary and the Contractor, shall in any way release us, the Guarantor, from any liability under this Guarantee, and we hereby waive the notice of any such change, addition or modification.

This Guarantee shall be valid until thirty (30) days after the date of issuance by the Beneficiary of a certificate of satisfactory performance and full completion by the Contractor of its obligations under the Contract.

Subject to the paragraph below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities

of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a manner inconsistent with such privileges and immunities.

## SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:	
Name of Bank:	
Address:	

#### ADVANCED PAYMENT GUARANTEE

# INSERT LETTERHEAD OF THE BANK [Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:** [Name and Address of UNDP] Date: ADVANCE PAYMENT GUARANTEE No.: We have been informed that [name of Company] (the "Contractor") has entered into Contract No. [reference number of the contract]dated [insert: date] with the United Nations Development Programme (the "Beneficiary") for the provision of [insert description of the Contract] (the "Contract"). Furthermore, we understand that, according to the terms of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made by the Beneficiary to the Contractor against an advance payment guarantee. The Contractor has requested that we issue such guarantee. Further to the foregoing, we [name of Bank] hereby irrevocably undertake to pay to you, the Beneficiary, or your accredited representative, any sum or sums not exceeding in total an aggregate amount of [amount in words] ([amount in figures]) (the "Guarantee") upon receipt by us of your first demand in writing, accompanied by a written statement, stating that the Contractor is in breach of its obligation under the Contract to return the amounts of the Guarantee, because the Contractor has used the advance payment for purposes other than the purposes permitted under the Contract. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee. We further agree that no change or addition to or other modification of the terms of the Contract or of any of the Contract documents which may be made between the Beneficiary and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification. This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Beneficiary receives full repayment of the advance payment from the Contractor. Subject to the paragraph below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded. Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a

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manner inconsistent with such privileges and immunities.

[signature(s)]

## FORM D:

# "CONSIGNEE ACCEPTANCE CERTIFICATE" (To be given by consignee's authorized representative)

# The following goods have been received.

1.Name of the item supplied (with Make & Moo	del) :-
2. Purchase Order/Contract No:-	
3. Name of the Supplier:-	
4. Schedule No :-	
5. No. of Units supplied:-	
6. Place of destination:-	
7. Invoice No. & Date:-	
8. Name and Address of the Consignee:-	
9. Date of receipt by the Consignee:-	
The undersigned hereby certifies that the afocondition and accepted.	resaid goods have been received in good working
	Signature
	Name Designation with stamp
	Date
Countersigned by:	
Signature	
Name	
Date	
<b>NOTE</b> This certificate is to be filled up and iss	sued by authorized representative of the consignee and is to
be duly stamped and countersigned by the super	

## FORM E:

# 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)	Purchase Order/ Contact No:	date						
b)	Description of the machinery (with make &							
c)	Batch/Serial Number(s) of the goods:							
d)	Quantity:							
e)	Name of the consignee:							
The su	supplier has fulfilled his contractual obligation	with regard to the following services:						
a)	) Satisfactory Installation, Performance and c	commissioning/start-up of machinery.						
b)	) Furnishing of tools required for assembly as	nd / or maintenance of the						
	(Enter name of machinery with	h make & model)						
c)	) Furnishing detailed operation and maintena	nce manual for each item of supply at each location.						
d)	Training of the operators/users in operating consignee.	the equipment to the satisfaction of the						
		Signature						
		Name Designation with stamp						
		Date						
Signati	tersigned by: ture							
Date_	<u> </u>							

**NOTE** 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.