

Foundation for Innovative New Diagnostics (FIND)

Advertised Tender Enquiry (ATE)

BID DOCUMENT for PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) ITEMS TO CONSIGNEES SPREAD ACROSS INDIA

BID REF. NO. :- FIND/PPE Equipment/59/2020

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Section I- NOTICE INVITING BIDS

PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) ITEMS FOR CONSIGNEES ACROSS INDIA

Bid Ref. No. : FIND/PPE Equipment/59/2020

Dated: 20-November-2020

FIND India has received a grant from the Global Fund to fight AIDS, Tuberculosis and Malaria (GFATM) for supporting enhancement in lab capacity for diagnosis of COVID-19. Under this grant, FIND is procuring Personal Protective Equipment (PPE) items for staff working at DMCs and TB labs under the National TB Elimination Programme (NTEP) of the Government of India.

1. FIND hereby invites bids from eligible and qualified bidders for supply of following PPE items.

Description of Consumables and Medical Supplies	Unit	Quantity to be procured	Bid Security (INR)
SCHEDULE – I			
Respirators (N-95/FFP2)	In Nos.	52,20,000	1,08,57,600
SCHEDULE – II			
Nitrile Gloves – (SMALL SIZE)	In Pair	42,36,000	8,47,200
SCHEDULE – III			
Nitrile Gloves – (MEDIUM SIZE)	In Pair	42,36,000	8,47,200
SCHEDULE – IV			
Nitrile Gloves – (LARGE SIZE)	In Pair	21,18,000	4,23,600
SCHEDULE – V			
Coverall	In Nos.	1,50,000	1,50,000
SCHEDULE – VI			
Eye gear (Safety goggles)	In Nos.	1,50,000	3,00,000
SCHEDULE – VII			
Head cover	In Nos.	1,04,40,000	4,17,600
SCHEDULE – VIII			
Shoe cover	In Pair	1,04,40,000	6,26,400

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

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

The Bid Document can be freely downloaded from the website www.finddx.org starting from 1400 hrs. on **20th November 2020**. Bidders shall be solely responsible for checking above website for any addendum/amendment issued subsequent to publication of this **Notice Inviting Bids (NIB)** and take the same into consideration while preparing and

submitting their bids.

3. An online pre-bid conference will be conducted at the date, time and location specified in the **Bid Data Sheet (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 as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Pre-Bid meeting or issued/posted as an amendment to ITB.
4. Bidders are required to submit Bid Security for the amount mentioned above and form mentioned in the tender document. Certain class of Bidders are exempted from submission of Bid Security. Details are given in this tender document.
5. Bidders should send their written requests for clarification via e-mail, if any up to **1630 hrs. on 29th November 2020**.
6. Bids must be delivered up to **1630 hrs. on 21 December 2020** and needs to be sent electronically to e-mail ID : - PPE.Procurement@finddx.org. **In case, the bid size is more than 50 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID.** Bidders will be informed regarding the opening of the bids. Bids shall be opened in the presence of the bidders' representatives, who choose to attend the bid opening meeting. Late bids will be rejected.

Section – II Instructions to Bidders

A. GENERAL

1. Introduction

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

2. Language of Bids

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

3. Code of Integrity

- 3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

3.2 It is prescribed to the Purchaser and Bidders to uphold the Code of Integrity, which prohibits officers or employees of a Purchaser or a person participating in a procurement process the following:

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

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

- a) exclusion of the bidder from the procurement process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) calling off pre-contract negotiations
- d) forfeiture or encashment of security or bond relating to procurement; if any
- e) recovery of payments made by the Purchaser along with interest thereon at bank rate; if any

- f) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- g) debarment of the bidder from participation in any future procurements of Purchaser for a period not exceeding three years.

4. Conflict of Interest

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

- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a bidder or any of its affiliates has participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;
- h) In case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

4.4 In the 'Letter of Bid' to be submitted by the bidder, as per format given in **Section VI- Bidding Forms**, all bidders shall provide a signed statement that the bidder is neither associated nor has been associated directly or indirectly with the Purchaser or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement

5. Eligible Bidders and Goods

Bidder shall be a private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India. Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.

5.1 In addition, any bidder participating in the procurement process shall –

- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (iii) nor have their directors and officers having been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement

process, or not have been otherwise disqualified pursuant to debarment proceedings;

(iv) not be debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under them, WHO, FIND or GFATM as on the date of opening of bids.

- 5.2 In the 'Letter of Bid' to be submitted by the bidder, as per format given in **Section VI- Bidding Forms**, all bidders shall provide a signed statement that the bidder fulfils the eligibility requirements given in ITB Para 5.2;
- 5.3 All goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
- 5.4 Other conditions (specifications, financial bids etc.) being equal, the domestic preferences shall be given in line with the guidance provided in Public Procurement (Preference to Make in India), Order 2017- Revision.

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide relevant information and documents in support of fulfilment of bidder's qualification, along with its bid.

BIDDING DOCUMENTS

7. Content of Bidding Documents

- 7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 10.
- Section I Notice Inviting Bids (NIB)
 - Section II Instructions to Bidders (ITB)
 - Section III Bid Data Sheet (BDS)
 - Section IV Evaluation and Qualification Criteria
 - Section V Schedule of Requirements
 - Section VI Bidding Forms
 - Section VII General Conditions of Contract (GCC)
 - Section VIII Special Conditions of Contract (SCC)
 - Section IX Contract Forms
- 7.2 Unless downloaded directly from the Purchaser's website **as specified in the BDS**, Purchaser shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

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

8. Clarifications of Bidding Documents

- 8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's e-mail address as **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids as **specified in the BDS**.
- 8.2 The Purchaser shall also promptly publish brief description of the enquiry but without identifying its source and its response at the website as **specified in the BDS**.
- 8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure given under ITB Para 10.

9. Pre-Bid Meeting

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

10. Amendments to Bid Documents

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

PREPARATION OF BIDS

11. Documents Comprising the Bid

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

Checklist of documents comprising the Technical Bid:-

- i) Technical Compliance Sheet as per Form provided in **Section VI: Bidding Forms**;
- ii) Bid Security to be furnished in accordance with **ITB 19**
- iii) Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), from any State/UT Govt. in India; or National Small Industries Corporation (NSIC), New Delhi, Ministry of Micro, Small & Medium Enterprises, in case bidder seeks to avail exemption from submission of bid security (in accordance with **ITB Para 19.2**).
- iv) Bidder Information Form as per Form provided in **Section VI: Bidding Forms**;
- v) Manufacturer’s Authorization, in case bid is submitted by an Agent, as per Form given in **Section VI: Bidding Forms**;
- vi) Proforma for Performance Statement (for a period of last five years) as per format given in **Section VI: Bidding Forms** along with supporting documents;
- vii) Documents establishing the compliance of Goods in accordance with **ITB Para 16**;
- viii) Documents establishing bidders’ eligibility and qualification in accordance with **ITB Para 17.2**;
- ix) Proforma for other Details of Bidder, Manufacturer and its Bank as per format given in **Section VI: Bidding Forms**;
- x) Bidder firm’s Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
- xi) Self-attested copy of GSTIN registration;
- xii) Any other document as required in the BDS**
- xiii) Copy of Income Tax Registration certification/PAN**

Checklist of documents comprising the Financial Bid:- *(Financial Bid must be password protected)*

- xiv) Letter of Bid as per Form provided in Section VI – Bidding Forms;
- xv) Price Schedule prepared in accordance with ITB Para 14;

12. Letter of Bid and Price Schedule

- 12.1 The Letter of Bid and Price Schedule shall be prepared as per the Forms furnished in **Section VI: Bidding Forms**. The forms must be completed without any alterations to

the text, and no substitutes shall be accepted. All blank spaces shall be filled-in with the information requested. **The 'Letter of Bid' should be included in the financial bid and must not be attached to the technical bid**

13. Alternative Bids

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

14. Bid Prices

14.1 The prices quoted by the Bidder in the Price Schedule shall conform to the requirements specified below.

14.2 All Schedules / Lots (if any) and items thereunder must be listed and priced separately in the Price Schedule. **The price quoted shall correspond to 100% of the items specified for each Schedule.**

14.3 The price to be quoted in the 'Letter of Bid' in accordance with ITB Para 12.1 shall be the total price of the bid. **The 'Letter of Bid' should be included in the financial bid and must not be attached to the technical bid**

14.4 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.

14.5 The price shall be quoted as specified in the Form of Price Schedule given in **Section VI - Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:

- (i) the unit price and total price of the Goods to be delivered at various consignee locations;
- (ii) the price of related services as specified in Section V - Schedule of Requirements;
- (iii) Goods and Services Tax (GST) payable on the Goods and related services if the contract is awarded

15. Bid Currency

15.1 The bidder should submit its quote in **Indian Rupees only**.

15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing the compliance of Goods

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

17. Documents establishing the eligibility and Qualification of the Bidder

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

18. Period of validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB Para 21. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Purchaser shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Purchaser will be final and binding in

this regard.

19. Bid Security

The Bidder shall furnish as part of its bid, a bid security in the amount as specified in Section V - Schedule of Requirements.

19.1 The Bidders who are currently registered with the following, for the specific Goods as required in Section V - Schedule of Requirements, shall be eligible for exemption from submission of Bid Security, provided they submit a self-attested copy of valid registration / recognition certificate issued in their name by:

- i) District Industries & Commerce Centre (DI&CC) from any State/UT Govt. in India; or
- ii) National Small Industries Corporation (NSIC), New Delhi; or
- iii) Registered MSEs under MSMED Act, 2006
- iv) Any other entity providing such certificates as notified by Govt. of India, State / UT Government.

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

- a) Deposit through Digital mode as specified in the BDS; or
- b) Any other form as specified in the BDS

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

19.4 Any bid not accompanied by a Bid Security as specified in ITB Para 19.1, in the form provided in ITB Para 19.3 and valid as per ITB Para 19.5 shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful bidder shall be released within 5 working days after signing of Agreement and deposit of performance security by the successful bidder.

19.6 The Bid Security of successful Bidders shall be released within 5 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 38.

19.7 In case Purchaser decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.

19.8 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

19.9 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
(a) when the bidder withdraws or modifies its bid after opening of bids;
(b) when the bidder does not deposit the required performance security within the specified period; and
(c) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 3.

20. Joint Venture and Format and Signing of Bids

20.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.

- a. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the 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 FIND and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- b. 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 FIND.
- c. 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.
- d. 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 FIND.
- e. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
 - Those that were undertaken together by the JV, Consortium or Association; and
 - Those that were undertaken by the individual entities of the JV, Consortium or Association
- f. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- g. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

20.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receives or has received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;

e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.

- 20.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.

SUBMISSION AND OPENING OF BIDS

21. Sealing, Marking and Submission of Bids

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

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

- (i) **Technical bid** (*in a PDF non-editable format*) consisting of all technical details along with commercial terms and conditions; and
- (ii) **Financial bid** (*in a PDF non-editable format and password protected*) indicating item-wise price for the items mentioned in the technical bid

IMP NOTE:

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

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

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 22.2 The date of submission and opening of bids shall not be extended except when –
- a) sufficient number of bids have not been received within the given time and the Purchaser is of the opinion that further bids are likely to be submitted if time is extended; or
 - b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.
- 22.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended
- 22.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

23. Late Bids

- 23.1 The Purchaser's officer authorized to receive the bids shall not consider for evaluation any bid that is submitted electronically after the time and date fixed for submission of bids under any circumstances.
- 23.2 Any bid which arrives by through e-mail after the deadline for submission of bids shall be declared and marked as "Late" and not considered for the evaluation.

24. Withdrawal, Substitution and Modification of Bids

- 24.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorized in writing and such letter of authority shall be enclosed with the bid. Such withdrawal notice should also be sent **via e-mail** to PPE.Procurement@finddx.org, with both, the subject line and the text of the e-mail in BOLD clearly mentioning '**WITHDRAWAL NOTICE**'. The corresponding substitution or modification of the bid as required must accompany the written notice. Such written notice shall be –
- a) submitted in accordance with the Bidding Documents clearly marked as "Withdrawal," "Substitution," or "Modification" as applicable, and
 - b) received by the officer authorized to receive the bids electronically prior to the last time and date fixed for receiving of bids.

- 24.2 Bids requested to be withdrawn shall be returned unopened to the bidders.
- 24.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

25. Opening of Bids

- 25.1 The financial bids shall be opened by the Bid Opening Committee constituted by the Purchaser at the time, date and place **as specified in the BDS** in the presence of the Bidders' authorized representatives who choose to be present, enabling them to participate in the proceedings.
- 25.2 Each financial bid received shall be opened by the Bid Opening Committee in the presence of the bidders or their authorized representatives who choose to participate through the virtual platform.
- 25.3 The Bid Opening Committee shall prepare a list of bidders or their representatives attending the opening of bids and record their presence for the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 25.4 First, bids marked "WITHDRAWAL" shall be opened, read out, and same shall not be considered for evaluation If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding bid shall be opened.
- 25.5 Next, bids marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be consider for evaluation. No bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution which shall also be read out and recorded. Thereafter, bids marked as "MODIFICATION" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification which shall be read out and recorded.
- 25.6 All other bids shall be opened one at a time and the following details shall be read out and recorded-
- (a) The name of the bidder and whether there is a substitution or modification;
 - (b) any other details as the Committee may consider appropriate.
- 25.7 No bid shall be rejected at the time of bid opening except the late bids, alternative bids if not permitted.
- 25.8 The Bid Opening Committee shall prepare a record of the proceedings of the bid opening that shall include the name of the bidders, the presence or absence of a bid

security and whether there is a withdrawal, substitution, or modification.

EVALUATION AND COMPARISON OF BIDS

26. Confidentiality

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Para 27.1, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Preliminary Examination of Bids

- 27.1 The Bid Evaluation Committee constituted by the Purchaser shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
 - (b) All the required documents have been submitted
 - (c) that the bid has been password protected as per instructions in the Bidding Documents;
 - (d) the bid is valid for the period, specified in the Bidding Documents;
 - (e) that the bid is accompanied by due Bid Security
 - (f) that the bid is unconditional and that the bidder has agreed to give the required performance security; and
 - (g) whether any other conditions specified in the Bidding Documents are fulfilled.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 28.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;
- 28.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in

the evaluation of the financial bids;

- 28.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 28.5 All communication generated as above shall be included in the record of the procurement proceedings.

29. Immaterial Non-conformities in Bids

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

30. Determination of Responsiveness

- 30.1 The Bid Evaluation Committee constituted by the Purchaser shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 30.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 30.3 A "material deviation, reservation, or omission" is one that,
- (a) If accepted, shall:-
 - (i) effect in any substantial way the scope, quality, or performance of the subject

- matter of procurement specified in the Bidding Documents; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Purchaser or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 30.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- 30.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 30.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

31. Nonconformities, Errors and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 31.2 Provided that a bid is substantially responsive, the Purchaser or authorised representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

32. Correction of Arithmetical Errors

- 32.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a calculation of the total corresponding to the addition or

subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

32.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

32.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 32.1, shall result in the rejection of the Bid.

33. Evaluation of Bids

33.1 The Purchaser/ Evaluation Committee shall use the criteria and methodologies listed below in this Clause and in the BDS. No other evaluation criteria or methodologies shall be permitted.

- The technical bids shall be opened by FIND at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only these technically acceptable offers will be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the contract.
- The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:
 - a) substantially responsive to the bidding document, and
 - b) the lowest evaluated cost.
- The determination of bidder quoting lowest evaluated cost shall be based on the comparison of evaluated bid price which should be inclusive of delivery to consignee site basis. The bid should be inclusive of cost of goods, all duties and taxes and other charges (like transport, testing and insurance etc.)

33.2 To evaluate a Bid, the Purchaser/ Evaluation Committee shall consider the following:

- (a) evaluation will be done for Schedules as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB Para 14.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1
- (c) price adjustment due to discounts offered in accordance with ITB Para 14
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3
- (e) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**

33.3 If Bidders are allowed to quote separate prices for different Schedules the methodology to determine the lowest evaluated price of the Schedule / Lot (contract) combinations, including any discounts offered in the Letter of Bid Form as specified in BDS and in **Section IV - Evaluation and Qualification Criteria**

33.4 The Purchaser's evaluation of a bid will take into account the total cost of the requirement which will be inclusive **of all duties, taxes and other charges**

(a) Any other component as specified in the BDS

33.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be **specified in Section IV - Qualification and Evaluation Criteria.**

34. Comparison of Bids

34.1 The Purchaser/ Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 33.2 to determine the lowest evaluated bid. Evaluation of the bids would be done on the basis of the total cost of the bid inclusive of cost of goods, all duties and taxes and other charges (like transport, testing and insurance etc.)

34.2 The additional criteria for comparison of bid prices of substantially responsive bids are **specified in Section IV - Evaluation and Qualification Criteria**

35. Qualification of the Bidder

35.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 17

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

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

36.1 The Purchaser reserves the right to accept or reject any bid, and to cancel / annul the

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

AWARD OF CONTRACT

37. Award Criteria

- 37.1 Subject to ITB 35, the Purchaser shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 37.2 The Purchaser, **as specified in BDS**, reserves the right to award the contract to more than one bidder by splitting the quantity as given in Schedule of Requirements. If required for the purpose of maintaining uninterrupted supplies, the purchaser reserves the right to split the order amongst minimum of two suppliers for tendered product in the ratio of 70:30 with 70% of the orders given to L1 and the balance 30% to the next matched lowest tenderer and in case of large quantities to three suppliers in the ratio of 50:30:20 with 50% to L1 and 30% and 20% to the next matched lowest tenderers.”

38. Purchaser’s Right to vary Quantities at the time of Award

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

39. Notification of Award

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

40. Performance Security

- 40.1 Within fifteen (15) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in **Section IX: Contract Forms**, or another Form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 40.3 The validity of the performance security shall be for a period of 60days beyond the date of completion of all contractual obligations.

41. Signing of Contract

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

42. PENALTIES ON ACCOUNT OF QUALITY FAILURE:

- 42.1 If the samples do not conform to prescribed tender standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 15 days of the issue of the letter from the FIND. Such stock shall be taken back at the expense of the Tenderer. In case the supplies are not as per the standards, the entire supplied batch value shall be withheld initially till confirmation from an authorized testing agency.
- 42.2 The decision of the FIND or any officer authorized by him, as to the quality of the supplied item shall be final and binding. In such cases, the FIND will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Performance Security Deposit.
- 42.3 Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Performance Security Deposit.
- 42.4 In all the above conditions, the decision of FIND shall be final and binding.

Section III – Bid Data Sheet (BDS)

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

ITB Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: FIND/PPE Equipment/59/2020 The Purchaser is: Foundation for Innovative New Diagnostics (FIND)
ITB 7.2	https://www.finddx.org
	B. Bidding Documents
ITB 8.1	The Purchaser's e-mail address for the purpose of any clarification is: <i>E-mail: Madhu.agarwal@finddx.org and Puja.khanna@finddx.org</i> Bidders should send their written requests for clarification via e-mail, if any up to 1630 hrs. on 29th November, 2020.
ITB 8.2	http://www.finddx.org
ITB 9.1	Pre-Bid Meeting shall be scheduled: Yes The name of contact person, venue, time and date for pre-bid meeting are specified as under: Name of contact person: Ms. Madhu Agarwal, Procurement Officer, FIND India e-mail: Madhu.agarwal@finddx.org Online platform for conducting Pre-Bid Meeting: Skype/Google meet/Microsoft Teams/Zoom etc. Bidders are advised to check the Purchaser's website prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document. Time and Date: 1500 hrs. on 30th November 2020
ITB 10.2	http://www.finddx.org
	C. Preparation of Bids
ITB 11.1	Bidders need to submit their bids electronically to PPE.Procurement@finddx.org as mentioned below and as specified in the BDS. <u>Bidders can quote for any no. of schedules. Evaluation will be done schedule-wise.</u>

	<p>Two bid system :- The bidder shall submit their bids <u>via e-mail</u> following the two-bid system comprising of :-</p> <p>(iii) Technical bid <i>(in a PDF non-editable format)</i> consisting of all technical details along with commercial terms and conditions; and</p> <p>(iv) Financial bid <i>(in a PDF non-editable format and <u>password protected</u>)</i> indicating item-wise price for the items mentioned in the technical bid</p> <p style="text-align: center;"><u>IMP NOTE: Both, Technical Proposals and Financial Proposals should be submitted as two separate non-editable PDF attachments via e-mail. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid. Please note that the Financial Proposals should be password protected.</u></p> <p style="text-align: center;">The Password need to be disclosed/confirmed by bidder at the time of financial bid opening.</p> <p>Submission of Samples:- All technically qualified bidders will be required to submit samples of the quoted items. Procurement Unit shall inform all technically qualified bidders for submission of samples. Bidders are required to arrange and deliver quoted model of particular items within three days of such communication at the given address at their own cost.</p> <p>The Bidder shall submit the following additional documents in its Bid: None</p>														
ITB 13.1	Alternative Bids <i>shall not be</i> considered.														
ITB 14.4	The price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, except for GST, payable on Goods.														
ITB 18.1	The bid validity period shall be <i>120 days after the deadline for bid submission.</i>														
ITB 19.2 (a)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" data-bbox="472 1461 1453 1566">Bid Security deposit through digital mode is permitted. The Bank details are as under:</td> </tr> <tr> <td data-bbox="472 1566 938 1598">Name of Account Holder</td> <td data-bbox="938 1566 1453 1598">Foundation for Innov New Dia In-Sav</td> </tr> <tr> <td data-bbox="472 1598 938 1667">Bank's Name and address</td> <td data-bbox="938 1598 1453 1667">Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001</td> </tr> <tr> <td data-bbox="472 1667 938 1701">A/c No</td> <td data-bbox="938 1667 1453 1701">5713170013</td> </tr> <tr> <td data-bbox="472 1701 938 1734">MICR Code</td> <td data-bbox="938 1701 1453 1734">110037002</td> </tr> <tr> <td data-bbox="472 1734 938 1768">IFSC/NEFT/RTGS CODE</td> <td data-bbox="938 1734 1453 1768">CITI0000002</td> </tr> <tr> <td data-bbox="472 1768 938 1837">SWIFT CODE</td> <td data-bbox="938 1768 1453 1837">CITIINBX</td> </tr> </table>	Bid Security deposit through digital mode is permitted. The Bank details are as under:		Name of Account Holder	Foundation for Innov New Dia In-Sav	Bank's Name and address	Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001	A/c No	5713170013	MICR Code	110037002	IFSC/NEFT/RTGS CODE	CITI0000002	SWIFT CODE	CITIINBX
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A/c No	5713170013														
MICR Code	110037002														
IFSC/NEFT/RTGS CODE	CITI0000002														
SWIFT CODE	CITIINBX														
ITB 19.2 (b)	Other acceptable forms of Bid Security: NA														
D. Submission and Opening of Bids															

ITB 21.1	Purchaser's mail ID for bid submission is: PPE.Procurement@finddx.org
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (1) Copy of Resolution of Board of Directors (2) Authorization Letter issued by the competent person duly authorized on bidder firm's letter head (3) Notarized affidavit
ITB 22.1	Deadline for submission of Bids:- Bids must be received by the Purchaser no later than 1630 hrs. on 21st December 2020
ITB 24.3	No bid shall be withdrawn, substituted, or modified after the last date and time i.e. by 1630 hrs. on 21st December 2020
ITB 25.1	The financial bids shall be opened by the Bid Opening Committee, through an online platform constituted by the Purchaser in the presence of the Bidders' authorized representatives who choose to be present, enabling them to participate in the proceedings.
E. Evaluation and Comparison of Bids	
ITB 33.1 to ITB 33.3	Bids will be evaluated for each Schedule separately
ITB 33.4	Evaluation shall be done taking into account the total cost of the requirement inclusive of all duties, taxes, and any other component like transport, testing and insurance etc.
ITB 37.2 and ITB 38.1	The Purchaser, at the time of award of contract, may indicate split (clause 37.2) and adjustment (clause 38.1) as 'up to 70/30' and +/- 25% respectively. The maximum percentage by which quantities may vary is: ± 25% (twenty- five percent)
ITB 41.3	The contract shall be valid till June, 2021

Section IV – Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 33, no other factors, methods or criteria shall be used.

2. Evaluation (ITB 32)

2.1. Evaluation Criteria

- The technical bids shall be opened by FIND at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only these technically acceptable offers will be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the contract.
- The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:
 - a) substantially responsive to the bidding document, and
 - b) the lowest evaluated cost.
- The determination of bidder quoting lowest evaluated cost shall be based on the comparison of total evaluated bid price of the Goods to be delivered at various consignee locations, and cost of related services quoted by substantially responsive bidders.

3. Qualification (ITB 34)

3.1 Qualification Requirements (ITB 34)

(i) *Experience and Technical Capacity

- a) Bidder should have manufactured and/or supplied similar Goods to the extent of at least the minimum percentage of the quantity, (*as specified in below table 1*), to be procured under this Bid., during last three years preceding the date of opening of bids.

Table 1

Description of Consumables and Medical Supplies	*Minimum % of goods manufactured or supplied in the last 3 years	Quantity to be procured
SCHEDULE – I		
Respirators (N-95/FFP2)	10%	52,20,000
SCHEDULE – II		
Nitrile Gloves – (SMALL SIZE)	10%	42,36,000
SCHEDULE – III		
Nitrile Gloves – (MEDIUM SIZE)	10%	42,36,000
SCHEDULE – IV		
Nitrile Gloves – (LARGE SIZE)	10%	21,18,000
SCHEDULE – V		
Coverall	10%	1,50,000

SCHEDULE – VI		
Eye gear (Safety goggles)	10%	1,50,000
SCHEDULE – VII		
Head cover	10%	1,04,40,000
SCHEDULE – VIII		
Shoe cover	10%	1,04,40,000

ii) *Financial Standing

a) Minimum turnover in last three years: The bidder must have minimum turnover as specified in below *Table 2* for each schedule (Financial year 2017-18,2018-19,2019-2020)

Table 2

Description of Consumables and Medical Supplies	**Minimum Turnover in last three years (INR)	Quantity to be procured
SCHEDULE – I		
Respirators (N-95/FFP2)	21,71,52,000	52,20,000
SCHEDULE – II		
Nitrile Gloves – (SMALL SIZE)	169,44,000	42,36,000
SCHEDULE – III		
Nitrile Gloves – (MEDIUM SIZE)	169,44,000	42,36,000
SCHEDULE – IV		
Nitrile Gloves – (LARGE SIZE)	84,72,000	21,18,000
SCHEDULE – V		
Coverall	30,00,000	1,50,000
SCHEDULE – VI		
Eye gear (Safety goggles)	60,00,000	1,50,000
SCHEDULE – VII		
Head cover	83,52,000	1,04,40,000
SCHEDULE – VIII		
Shoe cover	1,25,28,000	1,04,40,000

*- In case of MSMEs, the above criteria pertaining to Financial Turnover and Past Experience shall be relaxed subject to their meeting of quality and technical specifications (as per the Manual for Procurement of Goods 2017 issued by DoE, MoF, Govt. of India)

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

iii) Documentary Evidence

The Bidder shall furnish the following documentary evidence to demonstrate that it fulfills the experience and technical capacity, as above:

- a) Details of past experience in support of qualification requirement given in para i).a), including past performance of the Goods offered and on those of similar nature within the past three years, details of current contracts in hand and other commitments (as per form given in **Section VI, Bidding Forms- Performance Statement Form**).
- b) Furnish at least 2 or more documentary evidence (**Client's certificate**)

in support of the satisfactory execution including timely supply by the Bidder during last three years. Purchaser may seek feedback from Clients on satisfactory supply of the goods supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be considered for further evaluation. In addition, the Purchaser may take technical feedback from Govt. facilities for the use of particular goods offered by the bidder.

- c) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.
- d) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted).if required.

Section V – Schedule of Requirements and Bid Security

A. List of PPE items required

Description of Consumables and Medical Supplies	Unit	Total Quantity to be procured	Bid Security (INR)
SCHEDULE – I			
Respirators (N-95/FFP2) *Shelf Life – 24 months	In Nos.	52,20,000	1,08,57,600
SCHEDULE – II			
Nitrile Gloves (SMALL SIZE) *Shelf Life – 24 months	In Pair	42,36,000	8,47,200
SCHEDULE – III			
Nitrile Gloves (MEDIUM SIZE) *Shelf Life – 24 months	In Pair	42,36,000	8,47,200
SCHEDULE – IV			
Nitrile Gloves (LARGE SIZE) *Shelf Life – 24 months	In Pair	21,18,000	4,23,600
SCHEDULE – V			
Coverall *Shelf Life – 24 months	In Nos.	1,50,000	1,50,000
SCHEDULE – VI			
Eye gear (Safety goggles) *Shelf Life – 24 months	In Nos.	1,50,000	3,00,000
SCHEDULE – VII			
Head cover *Shelf Life – 24 months	In Nos.	1,04,40,000	4,17,600
SCHEDULE VIII			
Shoe cover *Shelf Life – 24 months	In Pair	1,04,40,000	6,26,400

***Shelf Life** - The bidder must ensure that all goods supplied will have, at least 5/6th of the minimum shelf life, that must remain at the time of delivery to the consignee.

B. Delivery Schedule:

The Delivery order to consignee locations spread across the country (consignee addresses given below) shall be issued during validity period of the contract. The delivery shall be made as per the delivery schedule mentioned below :-

C. Terms of Delivery: Goods to be delivered at various consignee location

D. Consignee Address

Sl. No.	Consignee's Address
CONSIGNEES SPREAD ACROSS INDIA. DETAILED CONSIGNEE LOCATIONS SHALL BE SHARED	

Technical Specifications – Specific Requirements

Description of Consumables and Medical Supplies	Unit	Quantity to be procured	Technical Specifications
SCHEDULE – I			
Respirators (N-95/FFP2)	In Nos.	52,20,000	<p>Respirators: N-95 or FFP2 subclass Solid and Liquid (SL)</p> <ul style="list-style-type: none"> • Good breathability with design that does not collapse against the mouth. • Without Exhalation Valve • Universal size, with external nose clip, • Strong elastic head Loop or ear loop to fit for universal sizes <p>Certificates: NIOSH approved N95, EN 149 FFP22 (updated for 2009)</p> <p>Pack size : 10, 20, 30 pc/box (Preferable individual packaging)</p>
SCHEDULE – II, SCHEDULE III, SCHEDULE IV			
Nitrile Gloves	In Pair	<p>Total Qty - 1,05,90,000 <i>(Small – 42,36,000 nos.; Medium – 42,36,000 nos. – Large – 21,18,000 nos.)</i></p>	<ul style="list-style-type: none"> • Non-sterile • Powder free and latex free glove • Should have long cuffs, reaching well above the wrist, ideally to mid-forearm, min >249mm. • Approx. >0.3 mm thick <p>Sizes: S(40%), M (40%), L (20%),</p> <p>Certificates Quality compliant with the below standards, or equivalent</p> <ul style="list-style-type: none"> • EU standard directive MDD 93/42/EEC Class III or • EN 455 b. EU standard directive 89/686/EEC Category III, or • EN 374 c. or NSI/SEA 105-2011 d/ ASTM D6319-10 <p>Pack size: 100pcs/box</p>
SCHEDULE – V			
Coverall	In Nos.	1,50,000	<ul style="list-style-type: none"> • Protection against chemical disinfectants and Impermeable to blood and body fluids • Size: Small/Medium/Large • Seamless, liquid proof and stain resistant. • Non-woven material, preferably Biodegradable. <p>• Front long zipper, elastic cuffs, waist, ankles to help prevent splashes from reaching clothing or skin</p>

			<ul style="list-style-type: none"> • Hood with elastic around face opening, designed to cover neck and chin and fit around face mask. • Anti-static; single use • Avoid culturally unacceptable colors e.g. black • Light colors are preferable to better detect possible contamination • Thumb/finger loops to anchor sleeves in place <p>Certifications: Meets or exceeds ISO 16603 class 3 exposure pressure, ASTM- D6400 or equivalent.</p> <p>Pack size: 20 pc/box</p>
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SCHEDULE – VI

Eye gear (Safety goggles)	In Nos.	1,50,000	<p>With transparent glasses, zero power, well fitting, covered from all sides with elastic band/or adjustable holder</p> <ul style="list-style-type: none"> • Good seal with the skin of the face • Flexible frame to easily fit all face contours without too much pressure • Fog and scratch resistant; indirect venting to avoid fogging • Covers the eyes and the surrounding areas and accommodates for prescription glasses • Adjustable band to secure firmly so as not to become loose during clinical activity • Quality compliant with the below standards, or equivalent: <p>Certificate : EU 86/686/EEC and EN166/2002 or ANSI/SEA Z 87.1-2010 or equivalent standard;</p> <p>Pack size: 10pcs/box (individually packed)</p>
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SCHEDULE – VII

Head cover	In Nos.	1,04,40,000	<ul style="list-style-type: none"> • Disposable, Stretchable hair cover for hygiene, • Non-woven material • Avoid culturally unacceptable colors like Black. • Light colors are preferred to better detect possible contamination <p>Pack size : 100 pcs/pack</p>
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SCHEDULE VIII

Shoe cover	In Pair	1,04,40,000	<ul style="list-style-type: none"> • Poly Ethylene Shoe Cover with dimensions approx. 21x40 cm, • Antistatic, fluid impervious, • Skid-resistant for added safety; • Seamless bottom and with elastic/rubber band for proper fitting. <p>Pack size: 100 pcs/pack</p>
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Labelling Instructions : - The following is required to be printed on the packing boxes :- '**NTEP Central Government Supply - NOT FOR SALE'**

Section VI – Bidding Forms - *Letter of Bid

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

*The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address. **The 'Letter of Bid' should be included in the financial bid and MUST NOT be attached to the technical bid***

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

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

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

To: [*insert complete name of Purchaser*]

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the consumables and Medical Supplies*];
- (d) The total price of our Bid is Price of the goods and related services as per technical specifications given in Section IV: Schedule of Requirements;
- (e) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB 13;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under them, WHO , FIND or GFATM as on the date of opening of bids;

- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents;
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

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

Title of the person signing the Bid

Signature of the person named above

Date signed

Bidder Information Form

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

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

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

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

Technical Specification Compliance

(ITEM-BY-ITEM COMMENTARY ON THE PURCHASER'S TECHNICAL SPECIFICATIONS) to be filed

[Please refer ITB Para 11.5 v) of the Bid Document]

Bidders must complete the table below.

Schedule No. _____

Name of Item(s): _____

Sr. No.	Tender Technical Specification Requirement	Bidder's Specification (technical compliance/ Deviation, if any)
		Also to be indicated Manufacturer.... Make: Model:..... Cat. Number
	As per Technical Specifications given in Section V: Schedule of Requirements	

Form of Bid Schedule Price

Schedule for Goods

[The Bidder shall fill in the Price Schedule Form for Goods in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements and may be appropriately modified as per requirement of particular Goods].

1	2	3	4	5			
Sch. No.	Description of Items	Unit Pack size	Qty. (No. of Packs)	Price (INR)			
				Per Unit Delivered Price - at Consignee Site basis	Total Delivered Price (at Consignee Site basis)	GST [%age & value]	Total Price (at Consignee Site) including GST payable
				(a)	(b) = (a) x 4	(c)	(d) = (b) + (c)
I							
II							
III							
IV							
V							
VI							
VII							
VIII							

Total Price in figures and words:

Place: _____ Name _____
 Date: _____ Signature of Bidder _____
 Seal of the Bidder _____

Form of Bid Security (Bank Guarantee)

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

Beneficiary: *[Purchaser to insert its name and address]*

Bid Ref. No.: *[Purchaser to insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Bid Ref. No. _____ ("the Bidding Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

[Signature(s)]

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

Manufacturer's Authorization

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Proforma for Performance Statement

(for a period of last three years)

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply of goods been satisfactory performance?*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

The Bidder shall also furnish the following documents in connection with their past performance:

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

Proforma for Other Details of Bidder, Manufacturer and its Bank

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No

Office /Works

(b) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No

Office/Factory/Works

(b) Email

6. Details of two Persons that Purchaser may contact for requests for clarification during bid evaluation:

	1 st	2 nd
(i) Name:		
(ii) Tel number (direct): (
iii) Mobile No.		
(iv) Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued:

(i) Name and address of the Bank:

(ii) Name of the contact Person

(iii) Phone number/Mobile

(iv) Fax Number

(v) Email address

Signature and seal of the Bidder

**Section VII – General Conditions of Contract
Table of Clauses**

Section VII. General Conditions of Contract

1. Definitions

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

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

2. Contract Documents

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

3. Code of Integrity

3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their

representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

3.2 Purchaser prescribes to the its personnel and Bidders to uphold the Code of Integrity, which prohibits officers or employees of a Purchaser or a person participating in a procurement process the following:

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

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

4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture or Consortium

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

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

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

8. Notices

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

8.2 A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

9. Governing Law

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

10 Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 Dispute Redress mechanism/ Committees: 2-tier (Procuring entity level headed by the Director, State Redress Committee).
- 10.3** If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration wherever applicable, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.4 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;and
 - (b) the Purchaser shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

11. Inspections and Audit by the Purchaser

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser, if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub- Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures)

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Scope of Supply

13. Delivery and Documents

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

- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the defect liability as specified in the SCC.
- 16.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.
- 17. Taxes and Duties** 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security if required, shall be denominated in Indian Rupees and shall be in one of the format stipulated by the Purchaser in the SCC.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright** 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**20. Patent
Indemnity**

20.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 20.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and
- (b) the sale in any country of the products produced by the Goods.

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

20.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

21. Confidential Information

- 21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 21.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the such institution(s) participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination for whatever reason, of the Contract.

22. Subcontracting

- 22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

- 23.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable

standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

24. Packing and Documents

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

24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

25. Insurance

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

26. Transportation and Incidental Services

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

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

27. Inspections and Tests

- 27.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the **SCC**.
- 27.2** The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3** The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 27.4** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.6** The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.7** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.5, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

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

29. Warranty

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

29.2 Subject to GCC Sub-Clause 23.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the state.

29.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.

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

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

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

30 Limitation of Liability

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

31. Change in Laws and Regulations

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

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

32. Force Majeure

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

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance to GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the related services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the

prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC Clause 14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

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

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

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

36. Assignment

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

Section VIII – Special Conditions of Contract

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

GCC 1.1(h)	The Purchaser is: _____
GCC 1.1 (l)	The Project Site(s)/Final Destination(s) is Specified in Schedule of Requirement.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 8.1	For notices , the Purchaser’s address shall be: For notices , the Supplier’s address shall be:
GCC 10.3	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.3 shall be as follows:</p> <p>i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also</p>

	<p>the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>vi) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
<p>GCC 13.1</p>	<p>Details of Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (i) Three Copies of supplier’s commercial invoice in name of Purchaser, indicating the FIND as the Purchaser, the PO number; Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Final Acceptance Certificate (FAC) – in original (duly signed and stamped) issued by the authorized representative of the consignee confirming Delivery and Satisfactory Acceptance of supplied Consumables under contract. (iii) Packing List (iv) Insurance Certificate (v) Certificate of analysis (vi) Certificate of Pre-dispatch testing (vii) Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery up to final destination.
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.</p>
<p>GCC 16.1</p>	<p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier’s nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:</p> <p><i>[the clauses below are suggestive; the purchaser may modify as appropriate]</i></p> <ul style="list-style-type: none"> (a) On Delivery: Hundred (100) percent of the Contract Price on prorata basis of the Goods delivered to the consignee shall be paid within Forty Five (45) days of submission of documents specified in SCC Clause 13 above and Final Acceptance Certificate.

GCC 18.1	<p>Within 15 days after the Supplier’s receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the extended warranty period.</p>
GCC 18.3	<p>The performance security shall be in the form of a bank guarantee and the named beneficiary shall be _____ [name of purchaser]. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.</p>
GCC 18.4	<p>The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including any warranty obligation, under the contract.</p>
GCC 24.2	<p>The packing, marking and documentation within and outside the packages shall be</p> <p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following: “NTEP Central Government Supply - NOT FOR SALE”</p>
GCC 25.1	<p>The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes showing purchaser as Beneficiary.</p>
GCC 26.1	<p>The Supplier is required under the Contract to transport the Goods to the specified place of final destination. Transportation to such place of destination, including unloading, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs are included in the Contract Price.</p>
GCC 26.2	<p>Incidental services to be provided are: As per Section – V Schedule of Requirement – Technical Specifications</p>
GCC 27.1	<p>The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply.</p>
GCC 27.2	<p>The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and also conduct Inspection for the Goods any time before or after the dispatch of Goods.</p> <p>Unless the Goods supplied according to the Schedule of Requirements, the Consignee will not issue the Final Acceptance Certificate.</p>
GCC 28.1	<p>Applicable rate shall not exceed one-half percent (0.5%) per week or part thereof</p>
GCC 28.1	<p>The maximum amount of liquidated damages shall be: 10%</p>
GCC 29.3	<p>In addition to the standard warranty as mentioned in GCC, the items with standard shelf life (as per Manufacturer’s standard) the warranty period should cover the total shelf life of the items.</p>

Section – IX Contract Form

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

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

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

Letter of Acceptance

[on letterhead paper of the Purchaser]

..... *date.*

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

Subject: **Contract No.**

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

You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the *of* the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Purchaser:

Performance Security

Bank Guarantee

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

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

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

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

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

Final Acceptance Certificate on Receipt of items

(This certificate is to be issued to Supplier with a copy to FIND. Both the copies
'should be signed in ORIGINAL'.)

CRC No.

Date

To
Foundation for Innovative New Diagnostics
Flat No 8, 9th Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi 110001

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the Technical specifications and are being accepted.

Project Name	Procurement Services to Foundation for Innovative New Diagnostics (FIND)
Purchaser	Foundation for Innovative New Diagnostics (FIND)
Contract No. & Date	
Description of Items Supplied Name of Consumable: Schedule No. as per P.O.: Make / Model: Serial No.:	
Packing and labeling details	
Date of manufacturing	
Date of Expiry (if applicable)	
Quantity supplied in Numbers / Packs	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
Consignee full Address Name Address Contact No. Fax No.	

Seal Signature of Designated Consignee Name :

Designation:

Seal:

Contact No:

Fax No. :

Copy To: (with Original Stamp and signature)

1. To Supplier
2. Procurement Officer, Foundation for Innovative New Diagnostics (FIND), Flat No. 8, 9th Floor, Vijaya Bank Building, 17, Barakhamba Road, New Delhi -110001, India.