

Invitation to Bid (ITB)

For the procurement of

MEDICAL EQUIPMENTS FOR NEO-NATAL INTENSIVE CARE UNITS (NICU) IN HOSPITALS OF THE GOVT. OF HARYANA

Name of Country- India

Name of Project- Procurement for STATE HEALTH SOCIETY, NRHM - HARYANA

ITB Number and Title- UNOPS-HAR-IPO-04-2011

Date of issuance	April 27, 2011
Last Date & Time of Receiving of Bids	1400 Hrs. on May 18, 2011
Date & Time of Bid Opening	1415 Hrs. on May 18, 2011

1. UNOPS has been contracted by State Health Society, NRHM- Haryana to procure ***MEDICAL EQUIPMENTS FOR NEO-NATAL INTENSIVE CARE UNITS (NICU) IN HOSPITALS of the Govt. of Haryana*** on their behalf.
2. UNOPS now invites bids from eligible and qualified Bidders for the supply of the goods and services as described above.
3. Bidding will be conducted through the One Envelope International Competitive Bidding procedures specified in the UNOPS Procurement Manual, and is open to all eligible Bidders as defined in this Invitation to Bid (ITB).
4. Interested eligible Bidders may obtain further information by writing email to procurmentinoc@unops.org
5. Qualifications requirements are specified in the ITB.
6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written Application at UNOPS India Operations Centre at 138, Sunder Nagar , New Delhi-110003 or to the following email address: procurmentinoc@unops.org and upon payment of a non refundable fee of INR 5000 or USD 125. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi-110003.

The Bid Documents can also be viewed at the website <http://www.unops.org/english/whatweneed/Pages/currentbusinessopportunities.aspx>. Cost towards the Bid Documents downloaded, should be deposited in the form as indicated above. UNOPS will only evaluate bids of Bidders who have submitted the above cost.

The Bidders, who have downloaded the Bid Documents, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

7. Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). **Late bids will be rejected.** Bidders' representatives are invited to attend the bid opening. If you plan to attend, you must advise UNOPS at least 24 hours in advance of the opening by sending an email to procurmentinoc@unops.org. Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer is available to all Bidders upon request. As soon as a contract award has been approved by all parties, the results will be posted on <http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>.
8. Please acknowledge receipt of this ITB by returning Form 1 (see Section II, Bidding Forms) as far in advance of the bid opening date as possible, to email address procurmentinoc@unops.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

Pre-cleared by:

**Ram Trivedi
Regional Procurement Advisor
UNOPS, APO
Bangkok**

Date: 27 April 2011

Approved by:

**Wang Yu
Regional Director
UNOPS, APO
Bangkok**

Date: 27 April 2011

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The type of Goods and Related Services to be purchased is: *MEDICAL EQUIPMENTS FOR NEO-NATAL INTENSIVE CARE UNITS (NICU) IN HOSPITALS of Govt. of Haryana as per the Schedule of Requirements.*

2. Source of Funds

2.1 UNOPS would apply the funds received from Govt. of Haryana to eligible payments under the contract for the procurement of Medical Equipments for Neo-Natal Intensive Care Units (NICU) in hospitals of Govt. of Haryana.

3. Fraud and Corruption

3.1 It is UNOPS policy to require that Bidders, suppliers, and contractors and their subcontractors under UNOPS contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNOPS:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNOPS or other participants;
 - (iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
- (b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (e) will normally requires a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

3.2 Any vendor participating in UNOPS' procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.

3.3 Vendors, their subsidiaries, agents, intermediaries and principals cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the ED and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS's list of registered vendors.

3.4 Information regarding Bid Protest can be found at:

<http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx>

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
 - ii) submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13. However, this does not limit the participation of subcontractors in more than one bid.
- 4.3 A Bidder that is under a declaration of ineligibility by UNOPS in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. Bidders shall not be eligible to submit a bid when at the time of bid submission:
1. Suppliers are already suspended by UNOPS; or,
 2. Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,
 3. Suppliers are suspended by the UN Procurement Division (UNPD); or,
 4. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).
- 4.4 Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- a. The duly filled Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms must be included with the Bid; and
 - b. All parties to the JV shall be jointly and severally liable; and
 - c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
 - for and on behalf of any and all the parties of the JV during the bidding process; and
 - in the event the JV is awarded the Contract, during contract execution.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of:
- Section I. Instructions to Bidders
 - Section II. Bidding Forms
 - Section III. Schedule of Requirements
 - Section IV. General Conditions for Goods (GCG)
 - Section V. Special Conditions for Goods (SCG)
 - Section VI. Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6.3 Bidders are cautioned to read the specifications carefully (see Schedule III - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree.

6.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at procurement@unops.org. UNOPS will respond in writing to any request for clarification, provided that such request is received no later than two (2) days prior to the deadline for submission of bids. UNOPS shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

8. Amendment of Bidding Documents

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

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

8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;
- (b) Bid Security in accordance with Instructions to Bidders Clause 21
- (c) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (e) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (f) documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished in Section II, Bidding Forms.

13. Alternative Bids

13.1 Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:

- (a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated.
- (b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below. Unit prices and total prices shall be quoted as specified in Price Schedule included in Section II, Bidding Forms. Bidders are allowed the option to submit the Bid for any one or more schedules specified in the Schedule of Requirements, see Section III, and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each schedule on a single responsibility basis. Incomplete offers for the quoted schedules, will be rejected.
- 14.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
- 14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.
- 14.4 The Bidder shall also submit the list of the components and spare parts, along with their numbers and unit price, that may be required in the initial period of operation of *two years*.

15. Currencies of Bid

The Bidder shall quote in any USD, Euro or INR.

16. Documents Establishing the Eligibility of the Bidder

- 16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:
- complete the Bid Submission Form, included in Section II, Bidding Forms.
 - complete Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms, and provide all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.

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

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

18. Documents Establishing the Conformity of the Goods and Related Services

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section III, Schedule of Requirements.
- 18.2 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during *10 years* following commencement of the use of the Goods by State Health Society, NRHM-Haryana.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UNOPS 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 UNOPS's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to UNOPS's satisfaction:
- that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section II, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of destination;
 - that in case of a Bidder not doing business within the Country of destination, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions for Goods and/or Technical Specifications; and
 - that the Bidder meets each of the qualification criterion specified in Instructions to Bidders, Sub-section 38.4.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for a period of **120 days** after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, UNOPS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

- 21.1 A Bid Security as part of the Bidder's bid shall be required.
- 21.2 The Bid Security shall be in original, in favour of UNOPS , *138, Sunder Nagar, New Delhi*, in the amount as provided in the **Schedule of Requirement**, and denominated in a freely convertible currency, and shall:
- at the Bidder's option, be in the form of either a bank guarantee from a banking institution, as per the form included in Section II, Bidding Forms, or a demand draft, cashier's cheque or irrevocable cheque certified by a banking institution. In the event of Bidders submitting the Bid Security in the form of a cheque or demand draft, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the cheque or demand draft during the required validity period;
 - be issued by a reputable institution selected by the Bidder. Reputable banking institutions have to be banks certified by the Central bank of the country to operate as commercial bank;
 - be payable promptly upon written demand by UNOPS in case the conditions listed in Instructions to Bidders Clause 21.5 are invoked;
 - remain valid for a period of **28 days** days beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders Clause 20.2;
- 21.3 Any bid not accompanied by a substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 21.2, shall be rejected by UNOPS as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders Clause 44.
- 21.5 The Bid Security may be forfeited:
- if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in Instructions to Bidders Sub-Clause 20.2; or
 - if the successful Bidder fails to:
 - sign the Contract in accordance with Instructions to Bidders Clause 43;
 - furnish a Performance Security in accordance with Instructions to Bidders Clause 44;
 - accept the arithmetical correction in accordance with Instructions to Bidders Clause 33.
- 21.6 The Bid Security of a joint venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section II, Bidding Forms, JV Partner Information Form, Item 4.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it "ORIGINAL." No copy of the bid is required.
- 22.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. Bidders *shall not* have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:
- bear the name and address of the Bidder as well as the ITB reference number;
 - be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;
 - bear a warning “Not to be opened by registry”;
 - if the envelope is not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by **UNOPS at 138, Sunder Nagar, New Delhi-110003** and no later than **2.00 PM (IST) on May 18, 2011**

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

25. Late Bids

25.1 UNOPS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24. Any bid received by UNOPS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

26. Withdrawal, Substitution, and Modification of Bids

26.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

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

27. Bid Opening

27.1 UNOPS shall conduct the bid opening in public at the following address, date and time.

**UNOPS India Operations Centre,
138, Sunder Nagar,
New Delhi -110003, India**

Date: May 18, 2011 Time: 1415 hrs (Indian Standard Time)

27.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Prices; and any other details as UNOPS may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with Instructions to Bidders Sub-Clause 25.1.

27.3 UNOPS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the Bid.

E. Evaluation and Comparison of Bids

28. Confidentiality

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

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

Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UNOPS on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, UNOPS may, at its discretion, ask any Bidder for a clarification of its Bid. UNOPS's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30. Responsiveness of Bids

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

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

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

UNOPS considers material deviation to include but not to be limited to the following situations:

(d) During preliminary examination of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc..
- Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided .

(e) During technical evaluation of bids and qualification of Bidders:

- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.
- Bidders do not meet the minimum post-qualification requirements.

(f) During financial evaluation of bids:

- The Bidder does not accept the required price correction as per ITB conditions.
- The Bidder offers less quantity than what is required.

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

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, UNOPS:

- (a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) 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.
- (c) shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

32. Preliminary Examination of Bids

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

33. Examination of Terms and Conditions and Technical Evaluation

33.1 UNOPS shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCG, Section IV, and in the Schedule of Requirements, Section III.

33.2 If, after the examination of the terms and conditions and the technical evaluation, UNOPS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed in amounts in various currencies into an amount in *INR* using the United Nations exchange rates established for the month in which the bids are opened.

35. Domestic Preference

35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

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

36.2 To evaluate a Bid, UNOPS shall consider the following:

- (a) evaluation will be done for each schedule.
- (b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;
- (d) net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for **4 (four) years** after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year;
- (e) the availability in the India of spare parts and after-sales services for the equipment offered in the bid;

36.3 UNOPS's evaluation of a bid will exclude and not take into account:

- (a) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

37. Comparison of Bids

37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 36.

37.2 Bid comparison will be made on the total DDP cost, delivered to final destination.

38. Post-qualification of the Bidder

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

- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Instructions to Bidders Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, UNOPS shall carry out the post-qualification of the Bidder in accordance with Instructions to Bidders Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods and all supporting documents/information as asked below for the Bidder shall be submitted with the Bid:

(a) Financial Capability

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

- The Bidders who are manufacturers should have annual sales turnover of minimum 3 times the value of the Goods as quoted for the schedule in any one of the last five years to qualify for that schedule. To qualify for multiple schedules the requirement shall be cumulative.
- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder should have annual sales turnover of minimum the value as quoted for the schedule, in any one of the last five years to qualify for that schedule. To qualify for multiple schedules the requirement shall be cumulative.

(b) Experience and Technical Capacity

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

The manufacturer whose product is offered by the bidder must have manufactured the specific Goods to the extent of at least 80% of the quantity indicated under "Section V, Schedule of Requirements" in any one of last three calendar years. There should not be any adverse report regarding the supplies for at least three years preceding the date of bid opening.

- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services to the extent of at least 50% of the quantities indicated in the Schedule of Requirements in any one of the last three (3) years. The Goods must be in satisfactory operation.
- The offered equipment must be from manufacturers adhering to the ISO 9001 or 9002 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognised inspection company. Quality certification systems equivalent to ISO 9000 will be considered.
- Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the Goods supplied by the Bidder.
- Bidders shall furnish data to support that they or their manufacturer have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.
- Bidder should be in continuous business of manufacturing / supplying the specific product as specified in the 'Schedule of requirement' during the last 2 (two) year and similar products during the last 5 (five) years prior to bid opening.
- Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments (suggested form given in Section II, Bidding Forms, Form 10: Performance Statement Form.
- Brief write-up, backed with adequate data, explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.

- Confirmation that all the facilities exist in the Bidder's factory for inspection and testing and these will be made available to UNOPS or his representative for inspection.

(c) Additional Requirements:

- Certification of incorporation of the Bidder and Manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc
- Detailed description of the Goods essential technical and performance characteristics.
- For non-manufacturer Bidders only (this excludes agents quoting in the name of a manufacturer): Legally enforceable authorization from the manufacturer in the prescribed Form (see Section II, Form 9) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
- Proper authorization from the manufacturer for Bids being submitted by Agents.
- The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see Schedule IV, Bidding Forms, Form 11). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.

38.5 Notwithstanding anything stated above, UNOPS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

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

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

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

F. Award of Contract

40. Award Criteria

40.1 In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40.2 Prior to contract award, the successful Bidder(s) may be requested to send prototype of the requested products to the end-user in. The cost for sending the prototype will be at the charge of the Bidder.

40.3 Before the award of Contract, UNOPS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.

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

41.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed 20% , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Publication of Contract Award

42.1 UNOPS shall publish in UNOPS website (<http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>) the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, UNOPS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.

43. Signing of Contract

43.1 Prior to the expiration of the period of bid validity, UNOPS shall send the successful Bidder the Contract and the Special Conditions for Goods.

43.2 Within *14* days of receipt of the Contract, the successful Bidder shall sign, date, and return it to UNOPS.

44. Performance Security

44.1 Within *14* days of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

Section II. Bidding Forms

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1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNOPS
India Operations Centre
138, Sunder Nagar,
New Delhi – 110 003

Email: *procurementinoc@unops.org*

From: _____

Subject: ITB, UNOPS case no.: [UNOPS-HAR-IPO-04-2011] – Project no. [00072133]

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- The requested products are not within our range of supply
- We are unable to submit a competitive offer for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly but through distributors
- We have no after-sales service available
- The person handling the bids is away from the office
- Others (please specify)
- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

If UNOPS has questions to the bidder concerning this NO BID, UNOPS should contact Mr./Ms. _____, phone/email _____, who will be able to assist.

2. Check-List Form

[Please fill in and include with your Bid]

[The list of activities below must reflect what is required as per the Instructions to Bidders, the BDS, and Sections III and IV. Delete this comment once the list of activities has been completed]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed as all the Bidding Forms provided in Section II; i.e.:			
- Bid / No bid Confirmation			
- Bidder Information			
- Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.4			
- Bid Submission Form			
- Price Schedule			
- Technical Specification Compliance Confirmation (Comparative Data Table)			
- Bid Security (in the correct form, and indicating the correct amount and correct validity period)			
- Manufacturer' Authorization			
- Performance Statement			
- No Adverse Action Confirmation Form			
Have you provided the information as per Instructions to Bidders Clauses:			
- 18: Documents establishing the conformity of the Goods and Related Services			
- 38: Post-qualification of the Bidder			
- Financial capability related documents			
- Experience and technical capacity related documents			
- Additional requirements			

3. 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]

ITB No.: [insert number of bidding process]

Page _____ of _____ pages

A. Contact Details:

Company Name :		Parent Company name (If applicable)		Web Site URL (If applicable)	
Main Street Address			SECOND Street Address (Please provide purpose of second address)		
City	State/Province/Country	Postal Code	City	State/Province/Country	Postal Code
Country			Country		
Contact Person		Phone	Alternate Contact Person		Phone
Name :		Fax	Name :		Fax
Title :			Title :		
Email Address			Email Address		

B. Banking Information:

Name of Banking Institute		Beneficiary Name of Account (Name as it appears on account)			
Street Address		Branch Name		Phone	
City	State/Province/Country	Postal Code (Zip)		Country	
Bank transwire code information					
Bank Account Number (max. 17 digits)		Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other			
ABA No. 9 digits (for US banks only)		SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks)			
Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.)		Branch ID (if applicable)			
IBAN (Required for European banks)		Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)			

	Currency of Payment <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)
Bank transwire code information for Intermediary Bank*, if applicable	
Name of Intermediary Bank	Address of Intermediary Bank
ABA No. 9 digits (for US banks only)	SWIFT /BIC Code
Bank Account No. (of the beneficiary bank with the intermediary bank)	

* If more than one **Intermediary Bank**, please complete the bottom part twice

2. Expertise of Organization:

- Organization structure (e.g. service provider, wholesaler, trader, manufacturer)
- Years of company experience
- Areas of expertise of organization
- Current Licenses if any, and Permits (with dates, numbers and expiration dates)
- Health Authority Registration Information
- Production Capacity

3. Quality Assurance Certification:

- International Quality Management System (QMS)
- List of other ISO certificates or equivalent certificates
- Presence and characteristics of in-house quality control laboratory

4. Expertise of Staff:

- Total number of staff
- Number of staff involved in similar supply contracts

6. Client Reference List:

- Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			

7. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

- Name/Surname:
- Tel Number (direct):
- Email address (direct):

PS: This person must be available during the next two weeks following receipt of bid

4. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. 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 Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

5. Bid Submission Form

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

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

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

Invitation to Bid No.: *[insert No of ITB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____ *[insert the number and issuing date of each Amendment];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

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

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

- (e) Our bid shall be valid for the period of time specified in Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 44 and GCC Clause 12 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, in accordance with Instructions to Bidders Sub-Clause 4.3;

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

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

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

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

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

6. Price Schedule Form

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

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):					
TOTAL FIRM CPT PRICE :					
REQUESTED OFFER VALIDITY PERIOD FROM DATE OF OFFER SUBMISSION: 120 Days					
BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):					
Schedule No	DESCRIPTION	QTY	CURRENCY:		
			UNIT PRICE CPT Final Destination	TOTAL PRICE CPT* Final place of destination	Duties & taxes
(a)	(b)	(c)	(d)	(e) = (c) x (d)	(f)
1.	Open care system; radiant warmer, fixed height, with trolley	83			
2.	Radiant Warmer	163			
3.	Phototherapy Single Head (CFL)	83			
4.	Bed side patient monitoring system for Neonatal ICU	88			
5.	Oxygen Concentrator	19			
6.	Syringe Pump	88			
* CPT Price : Price excluding insurance and taxes and duties.					

BIDDER'S PRICES FOR SERVICES (Price & Currency to be entered by Bidder):					
Schedule No.	DESCRIPTION OF THE SERVICES	COUNTRY OF ORIGIN	PRICE (a)	Service tax (b)	TOTAL PRICE PER SERVICE (a)+b)
1	<i>Installation</i>				
	CMC** for year 1				
	CMC** for year 2.....				
2					
**CMC price shall be quoted separately for each year after warranty					
BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT					
___ % of total firm price for each calendar day less than thirty (30) days					

BIDDER'S DELIVERY DATA	
Country of origin of offered products:	Schedule 1
	Schedule 2
	Schedule 3
	Schedule 4
	Schedule 5
	Schedule 6
Time required for offering the good fir Inspection:	Schedule 1
	Schedule 2
	Schedule 3
	Schedule 4
	Schedule 5
	Schedule 6

Time required for delivery and installation after dispatch clearance	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
	Schedule 6				
Shipment dimensions of offered products (Including package):		Gross weight	Total volume	Containers (if applicable):	
				Number	Size
	Schedule 1				
	Schedule 2				
	Schedule 3				
	Schedule 4				
	Schedule 5				
Schedule 6					
	Total				

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS **WITHIN THE REQUIRED BID VALIDITY PERIOD**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

Exact name and address of company

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMAIL ADDRESS OF CONTACT PERSON _____

OTHER EMAIL ADDRESSES _____

AUTHORIZED SIGNATURE

DATE

NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

FUNCTIONAL TITLE OF SIGNATORY

WEB SITE

7. Technical Specification Form

(Comparative Data Table)

Bidders must complete the right column of the below table and the compliance confirmation statement as included in Section III, Schedule of Requirements; Technical Specifications.

Schedule No. 1 : Open care system; radiant warmer, fixed height, with trolley

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

Schedule No. 2: Radiant Warmer

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

Schedule No. 3 : Phototherapy Single Head (CFL)

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

Schedule No. 4 : Bed side patient monitoring system for Neonatal ICU

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

Schedule No. 5 : Oxygen Concentrator

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

Schedule No. 6 : Syringe Pump

<i>UNOPS's minimum Technical Requirements</i>	<i>Please fill-in</i>

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

YESs NO

ANY DEVIATIONS MUST BE LISTED BELOW:

8. Bid Security (Bank Guarantee) Form

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

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

Beneficiary: _____ *[Name and Address of UNOPS]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No. *[ITB number]* ("the ITB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by UNOPS during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

[signature(s)]

9. Manufacturer's Authorization Form

[Insert: Manufacturer's Authorization is not required or The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of UNOPS]*

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 13 of the General Conditions for Goods, 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]*

10. Performance Statement Form (for the period of last five years)

Bid no: _____

Date of Opening: _____

Name of the Firm _____

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

Signature and seal of the Bidder

Countersigned by and seal of Chartered Accountant -----

To be attached: Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.

11. No Adverse Action Confirmation Form

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

- a. No adverse action has been taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

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

Signature _____
Name _____
Designation with stamp _____
Date _____

Section III. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Schedule No.	Description of Goods	Quantity	Unit	Bid Security in INR	Bid Security in USD
1	Open care system;	83	Numbers	430,000	9,500
2	Radiant Warmer	163	Numbers	570,000	12,500
3	Phototherapy Single Head (CFL)	83	Numbers	100,000	2,000
4	Bed side patient monitoring system for Neonatal ICU	88	Numbers	430,000	9,500
5	Oxygen Concentrator	19	Numbers	38,000	800
6	Syringe Pump	88	Numbers	175,000	4,000

Delivery Schedule (including installation, training & commissioning):

Delivery, installation, training (Training Paramedics and end users on proper usage of equipments and maintenance) **and commissioning in respect of all consignees within 60 days from the date of issue of Contract/Purchase Order.** 15 days additional time may be given for conducting user end training; the training material should be got pre-cleared from UNOPS.

NOTE- LD will be calculated on number of days delay in offering the goods **plus** number of days delay in delivery after the dispatch clearance is issued. Delay in installation will ordinarily not be attributed to the supplier, on account of varying conditions with regard to site readiness at consignee locations, except in the case of receipt of specific complaint from NRHM-Haryana.

Consignee-wise Quantity distribution

A. Neo-Natal Equipments for District Hospitals

Schedule No.	Description of item/ Equipment	Fatehabad	Hisar	Jhajjar	Jind	Karnal	Kurukshetra	Panipat	Rewari	Rohtak	Sirsa	Sonepat	Total Qty
1	Open care system; radiant warmer, fixed height, with trolley	8	7	7	8	8	7	8	8	6	8	8	83
3	Phototherapy Single Head (CFL)	4	5	6	5	4	4	5	5	0	4	4	46
4	Bed side patient monitoring system for Neonatal ICU	8	8	8	8	8	8	8	8	8	8	8	88
5	Oxygen Concentrator	2	2	2	2	2	2	1	1	1	2	2	19
6	Syringe Pump	8	8	8	8	8	8	8	8	8	8	8	88

B. Neo-Natal Equipments for SDH/CHC/PHC & Neo Born Corner

Schedule No.	Description of item/ Equipment	Fatehabad	Hisar	Jhajjar	Jind	Karnal	Kurukshetra	Panipat	Rewari	Rohtak	Sirsa	Sonepat	Total Qty
2	Radiant warmer	13	25	5	29	22	11	12	15	7	13	11	163
3	Phototherapy Single Head (CFL)	5	6	1	8	3	2	3	2	2	2	3	37

Contact Details of Consignees (to be provided separately)

Sr. No.	District	Name & Address of Consignee with Pin Code Number	Name and Designation of Contact Person	Mobile No	STD Code	Telephone Number	E Mail id
1	Fatehabad						
2	Hisar						
3	Jhajjar						
4	Jind						
5	Karnal						
6	Kurukshetra						
7	Panipat						
8	Rewari						
9	Rohtak						
10	Sirsa						
11	Sonipat						

2. List of Related Services and Completion Schedule

[This table shall be filled in by UNOPS. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Installation				
CMC				

1. If applicable

3. Technical Specifications

TECHNICAL SPECIFICATIONS OF MEDICAL EQUIPMENTS FOR HOSPITALS OF GOVT. OF HARYANA

[Please note that functional demonstration of the offered product(s) may be required to be arranged by the bidder before the Bid Evaluation Committee , during the technical evaluation process, at the bidder's expense and liability, at New Delhi.]

Open care system

1. It should be microprocessor based servo control open care system with radiant warmer & provision of oxygen & suction. It should have a self test function performed at power on. The suction unit must create a negative pressure of 100 mm of Hg equivalent to 130 cm of water pressure and have a pressure gauge. It should have a jar of capacity of minimum 1 litre made of polycarbonate.
2. The cart, bassinet & two drawers with antistatic castor wheels. Two front wheels with brakes & two wheels for the rear side. The baby bed should be tiltable to 5 to 15°.
3. The chassis of the open care system must be made from Fire Resistant grade material to dampen the fire & retards continuous burning.
4. The coating must be of epoxy/powder for scratch resistance & rust protection.
5. The bassinet of the system made of polyurethane material with mattress. It comprises of drop down & lockable polyurethane/acrylic side boards for the easy access to user.
6. The unit comprises of oxygen pipeline with suitable dispensing system for the release of oxygen with minimum 2.5 meter long hose. The unit must have oxygen flow adjustment up to 10 lpm & pressure measurement up to 3-4 kg/cm².
7. The unit should be supplied with suction bottle stand, IV pole, cylinder holder one each & two nos of monitor shelf which can take load up to 10 kg.
8. **Examination light:** It must be operated from a separate on /off switch. It must have halogen lamp with reflector/ LED.
9. **Apgar Timer:** It should have a built in counter timer 0-10 min.
10. **Heating Element:**

The heating element should be of quartz with parabolic reflector of good quality, equivalent to Calrod, with life time warranty.

Permissible Temp Range from 30°C to 39°C

- Heater output: 500-600 w. 0-100 % in steps of 5% or 10% increment with display. It should be controlled in servo as well as manual mode.
- Control unit: The unit should stop heating if the temp. exceeds the desired value by one degree & restarts only when temp falls back into one degree.
It should allow the skin temp preset with one temp. sensor.
- Temp. Probe: Reusable temp probe must be thermister based with a probe interchangeability of 0.1-0.2 degree.

Heater movement: The system should not have any access to heater element to protect the user accident contact during operation.

Overhead heater should swivel to either side for easier access. It must have balance at one position, even after rotation.

11. **Audiovisual alarms:**

The unit must have alarms on the display which shows probe failure, heater failure, power failure, Hi/Lo infant temp, system failure, heater cut-off.

12. **Standard Accessories:**

Spare Mattress	01 nos
Reusable Skin.Temperature Probe with connection cable	04 nos
Oxygen cylinder 10 L	02 nos
Medical grade tubing of atleast 2 metre length alongwith oxygen cylinder.	02 nos
Suction Jar 1 litre (additional)	01 nos

13. **Standards, Safety and Training:**

- 13.1 Complete unit should conform to internationally accepted quality standards and should carry the certification of the applicable product quality standard such as FDA, CE {CE mark for *conformité européenne*, (French for "European conformity")}, UL or BIS. The supporting document in this regard should be submitted along with the bid.
- 13.2 The medical devices should be ISO 13485 certified manufacture. (certificate to be submitted) and should be CE93/42 or US FDA approved. (Certificate to be submitted before award)
- 13.3 It should meet IEC 60601-1-2 & requirement of safety for EMC compatibility with 89/366/EEC. (certificate to be submitted)
- 13.4 Companies should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.
- 13.5 Warranty for 2 years and 4 years for CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The Prices of CMC shall be considered for the evaluation process.
- 13.6 Test certificate for oxygen cylinder to be submitted with the tender.

13.7 Test certificate for the confirmation of the Point No. 3 is to be submitted with the tender.

14. Documentation

- 14.1 User/Technical/maintenance manuals to be supplied in English.
- 14.2 List of Indian installation base with their contact nos.
- 14.3 Certificate of calibration and inspection from Parent company/OEM supplier.
- 14.4 List of equipments available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/technical manual.
- 14.5 List of important spare parts and accessories with their part number and costing.
- 14.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Radiant warmer

- 1. The fixed radiant warmer comprises of heating element of 500-600 W with display of skin temperature in manual mode while control and skin temperature in servo mode. The heater box must be swivel & construction of the stainless steel reflector & guard rail is such that there is no possibility of shock hazards.
- 2. There should be halogen lamp for observation of the patient.
- 3. The baby tray comprises of the clear acrylic collapsible side panels.
- 4. There must be acrylic X-ray tray with X-ray guide for positioning the cassette.
- 5. The system must be design in such a manner that disinfection can be carried out easily.
- 6. There must be display for the temperature control for the measured value & set value.
- 7. The unit must have two drawers, IV stand & Apgar alarm for 0-10 min.

The heating element should be of quartz with parabolic reflector of good quality, equivalent to Calrod, with life time warranty.

8. PHYSICAL PARAMETERS : Tolerance Limit		
Length of Bassinet	:	Minimum 650 mm
Width of Bassinet	:	Minimum 430 mm
Working level from the ground	:	840 mm
Weight Approx	:	40 Kg
Sturdy Castors (Brakes / lock on front two wheels)	:	75 mm
9. RECOMMENDED ENVIRONMENTAL SPECIFICATIONS:		

Operating temperature range	:	20° C to 33° C
Storage Temperature range	:	-25° C to 60° C
Operating humidity range	:	0 – 95 % RH
10. SKIN TEMPERATURE		
Range	:	32° C to 38° C
Accuracy	:	+ / - 0.2° C
Resolution	:	0.1° C
Probe Interchangeability	:	+ / - 0.2° C
Infant required temperature range	:	32° C to 38° C
Heater output controllable from 0 to 100 % in manual mode (continuously variable). The unit should stop heating if the temperature exceeds the desired value by one degree and restarts only when temperature fails back into one degree.		
OBSERVATION LAMP	:	Halogen based
11. ELECTRICAL SPECIFICATION		
Electrical supply	:	230 V AC + / - 10 % 50 Hz.

12. Standard Accessories:

- | | | |
|------|---|---------|
| 12.1 | Mattress | 01 nos |
| 12.2 | Skin Temp. Probe (Reusable) with connection cable | 04 nos |
| 12.3 | Power cord | 01 nos. |

13. Companies should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.

14. Warranty for 2 years and 4 years for Comprehensive Maintenance Contract (CMC) after warranty. The prices for CMC shall be quoted at the time of tendering process. The Prices of CMC shall be considered for the evaluation process.

15. The unit including heating element should be CE 93/42 or FDA or equivalent certified.

Relevant Quality Test certificates for the equipment to be submitted prior to award.

16. Documentation

16.1 User/Technical/maintenance manuals to be supplied in English.

16.2 List of Indian installation base with their contact nos.

16.3 Certificate of calibration and inspection from Parent company/OEM supplier.

16.4 List of equipments available for providing calibration and routine preventive Maintenance Support as per OEM documentation in service/technical manual.

- 16.5 List of important spare parts and accessories with their part number and costing.
- 16.6 Log book with instructions for daily, weekly, Monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

COMPACT FLORESCENT LIGHTS PHOTOTHERAPY

1. It should have heavy sturdy mobile stand with four sturdy antistatic castors. Two of the castors must have brakes.
2. It should be CFL Phototherapy with irradiance of 25-30 microwatt per sq cm per nm
3. Blue light, 4 compact fluorescence tubes (CFL), approx. 20W
4. White light, 2 CFL, approx. 20W.
5. It should have switches to use 4 CFL or 6 CFL Phototherapy.
6. It should have a spectrum range of 420-500 nm for optimal treatment of Jaundice.
7. It should have single timers for Phototherapy duration.
8. It should have a voltage cut off facility in case the heat of the CFL lamp increases beyond safety limit.
9. It should have protective guard beneath the lamp hood to prevent any unforeseen incidents.
10. **Accessories:**

Blue CFL tube :	12 nos
White CFL tube :	02 nos
Fuse set :	01 set

Price of the CFL tubes to be freezed for 4 years at the time of submitting the tender.

Note: The dealer will measure irradiance and show the irradiance to end user each time during his quarterly visit using a standard irradiance meter which measures 420-500 nm wavelengths

11. Standards, Safety and Training:

- 11.1 Complete unit should conform to internationally accepted quality standards and should carry the certification of the applicable product quality standard such as FDA, CE {CE mark for *conformité européenne*, (French for "European conformity")}, UL or BIS etc. The supporting document in this regard should be submitted along with the bid.
- 11.2 The medical devices should be ISO 13485 certified manufacture. (certificate to be submitted) and should be CE93/42 or US FDA approved. (Certificate to be submitted before award.)

- 11.3 It should meet IEC 60601-1-2. It should be tested for Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC).
- 11.4 Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.
- 11.5 Warranty for 2 years and 4 years for CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The Prices of CMC shall be considered for the evaluation process.

12. **Documentation**

- 12.1 User/Technical/maintenance manuals to be supplied in English.
- 12.2 List of installation base with their contact nos.
- 12.3 Certificate of calibration and inspection from Parent company/OEM supplier.
- 12.4 List of equipments available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/technical manual.
- 12.5 List of important spare parts and accessories with their part number and costing.
- 12.6 Log book with instructions for daily, weekly. Monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

BED SIDE PATIENT MONITORING SYSTEM FOR NEONATAL ICU

1. The monitors should have bright, highly visible minimum 8.4 inch TFT screen color display for easy viewing from a distance of six feet.
2. Vital parameters for standard measurements to be provided with all the monitors are ECG, Heart Rate, Respiration Rate, SpO₂, Non Invasive blood pressure & temp.
SPO₂ measurement with Nell core, Massimo technology or equivalent standard technology.
3. Vital parameters connectors should be color coded to ensure safety to avoid inserting wrong cables, leads.
4. The monitor shall be able to mount on the wall with a battery backup of two hrs.
5. Should have the capability to display at least three real-time waveforms along with related numerical parameters on a single screen.
6. The size of the numeric and waveforms should be easily visible from a distance of six feet.
7. The monitor should have the capability to be operated through knob or touch screen.
8. Trends recording for 24 hrs.

9. It should have ECG facility through 3 & 5 lead cable.
10. The monitor should have the facility to connect to central nursing station.
11. The monitor must have audio & visual alarms for the vital parameter specifically covering the range for the neonates.
12. The monitor must have rechargeable battery with a back up of min. two hours (similar to point 4).
13. Standard Accessories to be offered as standard:
 - ECG/Respiration ECG lead 03 nos
 - ECG electrodes for neonates 200 nos
 - NBP Reusable cuff infant 05 nos
 - NBP Reusable cuff pediatric 05 nos
 - NBP disposable cuff (four sizes) 10 nos each
 - NBP Hose for disposable cuff 02 nos
 - SPO2 sensor for neonates (Reusable) 02 nos
 - Reusable Temp probe for neonate 04 nos
 - Wall mount to be provided and done 01 nos
14. **Standards & Safety:**
 - 14.1 Complete unit should conform to internationally accepted quality standards and should carry the certification of the applicable product quality standard such as US FDA or CE {CE mark for *conformité européenne*, (French for "European conformity")}. Certificate to be submitted before award.
 - 14.2 It should meet IEC 60601-1-2. It should be tested for Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC).
 - 14.3 Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.
 - 14.4 Warranty for 2 years and 4 years for CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The Prices of CMC shall be considered for the evaluation process.
15. **Documentation**
 - 15.1 User/Technical/maintenance manuals to be supplied in English.
 - 15.2 List of installation base with their contact nos.
 - 15.3 Certificate of calibration and inspection from Parent company/OEM supplier.
 - 15.4. List of equipments available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/technical manual.

- 15.5 List of important spare parts and accessories with their part number and costing.
- 15.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Oxygen Concentrator

1. The unit comprises of ABS moulded cabinet with superstructure base & compressor plate. It should have moulded handgrip for easy transportation and free moveable roller base for max. maneuverability.

Supply with reusable minimum 5 metre long medical grade oxygen tubing.

2. It must have circuit breaker with reset function.
3. It should have variable flow rate of 0-5 lpm with pediatric flow meter of graduation/callibration of 0.125 l/min.
4. The output pressure from 10psi or more, or based on atmospheric pressure of 14.7 psi.
5. The system should deliver with a purity level more than 90%.
6. The unit must give alarm if purity level decreases or below 85%.
7. The unit comprises of visual & audible alarm for hi/low oxygen level, power failure, pressure drop.
8. The following filter must be supplied along with the unit
- Gross particle cabinet filter
 - Compressor filter
 - Bacterial filter

The prices of all filters must be quoted along with the unit. The prices of filter will be freezed for 4 years.

9. **Electrical requirement:**

The unit shall be able to operate at 220-240 v, 50 Hz,

10. **Standard Accessories:**

Humidifier Bottle: 02 nos

Nasal canula with external tubing: 01 nos

Spare bacterial filter: 01 nos

11. Standards & Safety:

- 11.1 Complete unit should conform to internationally accepted quality standards and should carry the certification of the applicable product quality standard such as FDA, CE {CE mark for *conformité européenne*, (French for "European conformity")}, UL or BIS etc. The supporting document in this regard should be submitted & follows IEC 60101. Certificate to be submitted before award.
- 11.2 Company should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.
- 11.3 Warranty for 2 years and 4 years for CMC after warranty. The prices for CMC shall be quoted at the time of tendering process. The Prices of CMC shall be considered for the evaluation process.

12. Documentation

- 12.1 User/Technical/maintenance manuals to be supplied in English.
- 12.2 List of installation base with their contact nos.
- 12.3 Certificate of calibration and inspection from Parent company/OEM supplier.
- 12.4 List of equipments available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/technical manual.
- 12.5 List of important spare parts and accessories with their part number and costing.
- 12.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Syringe Pump

- 1 Syringe pump should accommodate 10, 20 and 50 ml syringes.
- 2 The pump should adapt to usage of different brands of syringes. Specify the brands compatible.
- 3 Flow rate should be adjustable from 0.1 ml/hr to 900 ml/hr or more. Programmable, user entry: syringe size, injection volume, time or flow rate - calculates automatically.
- 4 Flow rate should be adjustable in increments of 0.1 ml/hr.
- 5 Flow rate adjustment should not involve stopping of the existing infusion rate.
- 6 The accuracy of flow rate should be +/- 2%.
- 7 The flow rate should be displayed in ml/hr.

- 8 It should be able to deliver bolus dose in automatic or manual mode.
- 9 Should work on both a 220 volt AC, 50 Hz source and an in-built rechargeable battery.
- 10 The battery life should be of minimum 6 hrs when fully charged.
- 11 The following audio and visual alarms should be incorporated:
 - a Mains changeover to battery indication.
 - b Occlusion pressure alarm.
 - c Near empty syringe
 - d Low battery
 - e Stand by alarm.
- 12 The pump should be waterproof, so that any spillage of any fluid should not enter into the pump and short circuit it.
- 13 The syringe pumps should be capable of standalone functioning as well as being fixed on a frame/platform/stand.
- 14 The pump should be CE {CE mark for *conformité européenne*, (French for "European conformity")} certified or US-FDA approved. Certificate to be submitted before award.
- 15 The equipment should be supplied with a comprehensive warranty for a minimum of 2 years after successful installation.
- 16 The equipment must be repaired within 48 hours of notification of its malfunction/non-function. In case of failure to repair, there will be a penalty of 0.5% of the equipment cost per day for non functional period.
- 17 **Standards, Safety and Training:**
 - 17.1 Complete unit should conform to internationally accepted quality standards and should carry the certification of the applicable product quality standard such as FDA, CE, UL or BIS etc. The supporting document in this regard should be submitted along with the bid.
 - 17.2 The medical devices should be ISO 13485 certified manufacture. (certificate to be submitted) and should be CE 93/42 or US FDA approved. (Certificate to be submitted)
 - 17.3 It should meet IEC 60601-1-2 & requirement of safety for EMC compatibility with 89/366/EEC. (certificate to be submitted)
 - 17.4 Companies should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provider in the service/maintenance manual.
 - 17.5 Warranty for 2 years and 4 years for CMC after warranty. The prices for CMC shall be quoted at the time of tendering process.

The Prices of CMC shall be considered for the evaluation process.
 - 17.6 The prices for the calibration tools required for calibration & spares must be submitted at the time of tender.

18 Documentation

- 18.1 User/Technical/maintenance manuals to be supplied in English.
- 18.2 List of installation base with their contact nos.
- 18.3 Certificate of calibration and inspection from Parent company/OEM supplier.
- 18.4 List of equipments available for providing calibration and routine preventive Maintenance Support as per OEM documentation in service/ technical manual.
- 18.5 List of important spare parts and accessories with their part number and costing.
- 18.6 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

- NOTE: 1) The purchaser has the right to include any further requirement, of labeling, packing, etc at the time of issue of contract.**
- 2) Further, functional demonstration of the offered product may be required to be arranged by the bidder before the Bid Evaluation Committee, during the evaluation process, at the bidder's expense and liability. Technical demonstration will not be taken by the bidder as an evidence of the substantial responsiveness of his bid.**

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

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

4. Drawings

These Bidding Documents includes no drawings.

5. Inspections and Tests

The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.

UNOPS or its representative shall inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises or at the port of entry. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the Goods on receipt at destination.

If the Goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective Goods to the satisfaction of the Purchaser.

Section IV. General Conditions for Goods

In the event of an order, the UNOPS General Conditions will apply. The conditions are available at: <http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx> under “Guidelines to suppliers > UNOPS general conditions of contract”. If your company is unable to access the document, please send an email request to: *[procurementnoc@unops.org]* and the UNOPS General Conditions will be sent to you electronically.

Section V. Special Conditions of Contract

<p>The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.</p>	
GCC 3	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
GCC 4	<p>The Vendor shall</p> <ul style="list-style-type: none"> • Ensure appropriate pilfer-proof export packing. All cases and crates must be wrapped inside with heavy-duty plastic-lined paper. Each case/crate/carton must be band strapped and able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kg. • Ensure that vehicles should be prepared according to industry standard export protection for sea voyage. All tools, spare parts, mirrors, and other easily removable items and manuals to be enclosed in secure pilfer-proof packaging. • Ensure that consignment to be marked as indicated in the Contract. • Ensure that each case/crate/carton must carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D kg). Markings must be done with weatherproof material. • Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 should be attached a full set of invoices covering the actual delivery. It is preferred that the accompanying papers be made out in the English language
GCC 7	<p>Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:</p>

I. For Goods supplied from abroad :

(A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising of one original and one copy of the following:

- (ii) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State Health Society, NRHM-Haryana; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;
- (iii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the United Nations Office for Project Services as the Purchaser on behalf of State Health Society, NRHM-Haryana, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, **or** railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements.
- (iv) Packing list identifying contents of each package.
- (v) Manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
- (vi) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required)

- (vii) Supplier's Certificate of Origin covering all items supplied;
- (viii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.
- (ix) Any other/additional procurement – specific document(s) required for delivery/payment purposes

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

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

- (i) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Packing list identifying contents of each package
- (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied

II. For Goods from within India

- (A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising of one original and one copy of the following:
 - (i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of State Health Society, NRHM-Haryana, the Contract number, loan number; Goods'

description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

- (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of State Health Society, NRHM-Haryana and delivery through to final destination as stated in the Contract.
 - (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).
 - (iv) Packing list identifying contents of each package;
 - (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied.
 - (vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
 - (vii) Supplier's Certificate of Origin covering all items supplied.
 - (viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable.
 - (ix) Any other/additional procurement – specific document(s) required for delivery/payment purposes
- (B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one original and one copy of the documents mentioned below:
- (i) Consignment Receipt Certificate, indicating Goods' description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal;

- (ii) Packing list identifying contents of each package
- (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

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

GCC 8.4

Add The following as GCC 8.4

The Inspection and tests, as applicable under I or II shall be:

I. For Goods supplied from outside India.

a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing.

b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.

c) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.

II. For Goods supplied from Within India

The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the Supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.

	<p>For (I) and (II) both</p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period</p>
GCC 8.5	<p>Add the following as GCC 8.5</p> <p>Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty-five) days of intimating such rejection.</p>
GCC 11	<p>Title in and to the Goods shall pass from Vendor to UNOPS upon final delivery and acceptance of Goods by the Consignee.</p>
GCC 12	<p>Replace the first sentence of the para with the following:</p> <p>(a) Within 14 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 Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.</p> <p>(b) The Performance Security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> • An unconditional Bank Guarantee • A Demand Draft • A Cashier's Cheque • A Certified Cheque

In the event of Vendors submitting the Performance Security in the form of a Cheque or Demand Draft in favour of UNOPS, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period.

Banks issuing Performance Securities must be acceptable to the UNOPS Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.

The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price, and shall have a validity period of Sixty (60) days. UNOPS reserves the right to request an extension of the Performance Security.

Discharge of the Performance Security shall take place upon expiry of the Performance Security or upon confirmation of receipt of the Goods by the Consignee. The Performance Security shall then be returned to the Vendor by UNOPS.

(c) In the event of any amendment issued to the Contract, the Supplier shall, within fourteen (14) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

(d) UNOPS reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNOPS reserves the right to request an extension of the performance security.

GCC 12.1

Add the following as GCC 12.1

(a) In addition, if the Purchaser/the Consignees/Government of Haryana requires CMC services in accordance with article 37 of the SCC, within 14 days of the notification by the Purchaser/the Consignees/ Government of Haryana of the CMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of Haryana a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the Contract Price valid till 60 days after expiry of the entire CMC period as specified in article SCC 37. Upon acceptance of the bank

	<p>guarantee for CMC services by the Purchaser/the Consignees/Government of Haryana, the Performance Security mentioned under art.12 above will be returned to the Supplier by the Purchaser.</p> <p>The bank guarantee mentioned in (a) above shall be in a format acceptable to the Purchaser/the Consignees/Government of Haryana.</p> <p>(b) If CMC requirement is notified to the Supplier by the Purchaser / Government of Haryana/ Consignee as per SCC 37:</p> <p>Should the Supplier fail to provide the bank guarantee mentioned in SCC 12.1 above, and regardless of the reasons for such failure, the Performance Security mentioned in SCC 12 above will be payable to the Purchaser without the Purchaser needing to prove or to show grounds or reasons for such demand for the sum specified therein, and notwithstanding any objection by the Supplier.</p>
GCC13	<p>Add the following as GCC 13.1.5</p> <p>(a) This warranty shall remain valid for 2 years after the Goods have been delivered to and installed at the final destination indicated in the Contract</p> <p>(b) During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labor and spares shall be provided by the supplier during the period of warranty.</p> <p>(c) If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>(d) The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty period for preventive maintenance</p>
GCC 16	<p>The percentage rate of charging liquidated damages (LD) may be subject to appropriate variation at the time of award of contract.</p>

GCC 35

Add clause 35- Payment Terms

The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows:

(A) Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:

- (i) **On Delivery to Consignee:** *Ninety (90) percent* of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GCC Clause 7 above along with Consignee receipt certificate, by direct bank transfer to the Supplier's nominated bank account.
- (ii) **On Satisfactory Installation:** *Ten (10) percent* of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Govt. of Haryana, the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee.

Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Govt. of Haryana the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee

(B) Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:

	<p>(i) On Delivery to Consignee: <i>Ninety (90) percent</i> of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GCC Clause 11 along with the Consignee receipt certificate.</p> <p>(ii) On satisfactory Installation: <i>Ten (10) percent</i> of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Govt. of Haryana, the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation Certificate issued by the Consignee.</p>
GCC 36	<p>Add clause GCC 36- Notices</p> <p>The Purchaser's addresses for notice purposes is:</p> <p style="padding-left: 40px;">Director India Operations Centre United Nations Office for Project Services (UNOPS), 138, Sunder Nagar, New Delhi 11003, India Email: procurementinoc@unops.org</p> <p>The Supplier's address for notice purposes is:</p>

GCC 37

**Add clause GCC 37- The Comprehensive maintenance Contract
(Including Spare parts)**

- (i) The Purchaser/ Consignees/ Government of Haryana, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of four (4) years after the expiry of the warranty period as per the details given in clause 13 of GCC & SCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
- (ii) The CMC includes repairs of entire system, preventive maintenance testing & calibration, labor and spares and all software updates.
- (iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid in equal quarterly instalments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the price schedule.

GCC 37.1

Add GCC clause 37.1**For both Warranty and CMC**

- (i) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.
- (ii) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 347 days out of a period of 365 days. (i.e. 95% uptime). 8 hours non functioning of the equipment may be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days.
- (iii) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- (iv) Failure to arrange for the immediate repair / replacement of equipments will make the Supplier liable for a penalty at the rate of 0.075% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs.300 per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.
- (v) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.

GCC 38

Add the following as GCC 38

Spare parts:

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

- (a) such spare parts as will be required during the warranty and CMC period free of cost, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Section VI. Contract Forms

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1. Contract Form

In the event of a Contract, the successful Bidder shall receive this form duly filled.

Purchase Order No.:		Project No. :			
P.O. DATE :		IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS.			
SHIP BY:					
CONSIGNEE:		VENDOR No:			
Attn.:		Attn.:			
Tel.:		Tel.:			
Fax:		Fax:			
DELIVERY TERMS (INCOTERMS 2000):					
PAYMENT TERMS:					
ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL PRICE
1					
2					
Special Terms and Conditions					
A. This purchase order is subject to our Invitation to Bid, Ref. No.: XXXXXX dated XXXXX and according to your offer dated; B. Notify Party; C. Final Destination; D. Other information, if any;; E. Attachments: General Conditions for Goods, Packing and Shipping Instructions, others if any.					
CURRENCY :				GRAND TOTAL:	
Date:					
Queries should be addressed to:					
Buyer: Name, Title, Tel.					
ON BEHALF OF UNOPS:					
Name of Procurement Authority, Title, Business Unit					
ACKNOWLEDGEMENT COPY:					
Vendor's Signature:				Date:	
UNOPS, Office, Address, Country, Tel, Fax					
This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. Acceptance of this Purchase Order shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the Conditions of this Purchase Order, including the General Conditions for Goods of the United Nations Office for Project Services (UNOPS) and any UNOPS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind UNOPS unless agreed to in writing by a duly authorised official of UNOPS. UNOPS General Conditions for Goods are available at UNOPS website at http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the UNOPS General Conditions for Goods will be sent to you electronically or by fax.					

2. Performance Security

[Insert: No Performance Security shall be requested or the bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

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

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

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

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

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

¹ The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.

² Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to UNOPS's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

Not Applicable

Long Term Agreement

Not Applicable