Foundation for Innovative New Diagnostics (FIND)

Advertised Tender Enquiry (ATI)

FOR Supply of Tablet Computer

*Bid Ref. No.: SAMSPL/17-18/ET/8



(Procurement Agent)

STRATEGIC ALLIANCE

Management Services Pvt. Ltd.

B01- B03, Vardhman Diamond Plaza, Community Centre, D B Gupta Road, Paharganj, New Delhi- 110055, India

Phones: 011-43580626/27

Email: procurement@samsconsult.com

Website: www.samsconsult.com

e-Bidding portal:

http://www.mstcecommerce.com/epr ochome/samspl/buyer_login.jsp by MSTC Limited.

To download the Bid Document click

on Download NIT/Corr. Link on the bottom left of the screen.

For submitting bid please register on the e-Bidding portal by clicking register as a vendor link on the right side of the portal.

*this tender is published in newspaper as Bid reference no. SAMS/FIND/Tablets/44/2017

Foundation for Innovative New Diagnostics (FIND)

Through

PROCUREMENT AGENT

Strategic Alliance Management Services Pvt. Ltd. (SAMS)

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http://www.mstcecommerce.com/eprochome/samspl/buyer_login.jsp

For any issues please contact:

Sr. No.	Name	Email	Contact number
1.	Mr. Chirag Sindhu	chiragsindhu@mstcindia.co.in	9830336290
2.	Mr. S D Sharma	sdsharma@mstcindia.co.in	7878055855

Even though the MSTC support team will be available from 0930 hrs to 1800 hrs on all working days, but in case you are not able to reach us please drop us an email or sms and we will respond to you within 24 hrs. FAQs and Bidders' guide on the portal can also be referred for general queries.

Advertised Tender Enquiry (ATI)

BID DOCUMENT FOR Supply of Tablet Computer

Key Information

Name of the Project	Consultancy Services for Procurement of Equipment, Goods, Works Services and Reagents for GFATM Project on behalf of Foundation for Innovative New Diagnostics (FIND) (Consultancy Contract no.PA/GFATM/001/2013-14)
Source of Funding	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM)
Bid Ref. No.	SAMSPL/17-18/ET/8
Date of Commencement of download of Bid Document	4 th September, 2017
Pre-bid meeting type	Online and Offline/physical
Time and Date of receipt of queries	1800 hours on 11 th September, 2017
Time and Date of Pre-Bid Meeting	1100 hours on 12th September, 2017
Time and Date for Receipt of Bids	1430 hours on 26 th September, 2017
Time and Date for Opening of Technical Bids	1500 hours on 26th September, 2017
Time and date for submission of Original Bid Security (in case of BG/TDR/FDR/DD)	1700 hours on 29 th September, 2017
Opening of Price Bids	Will be intimated to technically qualified bidders after evaluation of technical bids
Venue for Pre-Bid Meeting and Opening of Bids	Strategic Alliance Management Services Pvt. Limited (SAMS), B01-B03, Vardhman Diamond Plaza, Community Centre, D.B. Gupta Road, Paharganj, New Delhi 110055, INDIA

Advertised Tender Enquiry (ATI)

Foundation for Innovative New Diagnostics (FIND) Through

Strategic Alliance Management Services Pvt. Ltd. (SAMS)

B01-B03, Vardhman Diamond Plaza, Community Centre, D.B. Gupta Road, Motia Khan, Paharganj, New Delhi – 110 055 Phone: 011-43580626 / 27

NOTICE INVITING TENDERS FOR Supply of Tablet Computer

Bid Ref. No. SAMSPL/17-18/ET/8

 Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by FIND for providing consultancy services for procurement of equipment, goods, works and services for use in TB Laboratories across India under Revised National Tuberculosis Programme (RNTCP), Ministry of Health and Family Welfare, Govt. of India funded by GFATM.

Dated: 4/09/2017

2. SAMS hereby invites bids from eligible and qualified Bidders for supply, installation and related services through e-Bidding Portal www.mstcecommerce.com for the following item(s):

SI. No.	Brief Description of Equipment	Quantity (Nos.)	Bid Security (Rs.)
1	Tablet Computer	20,000	38,00,000/-

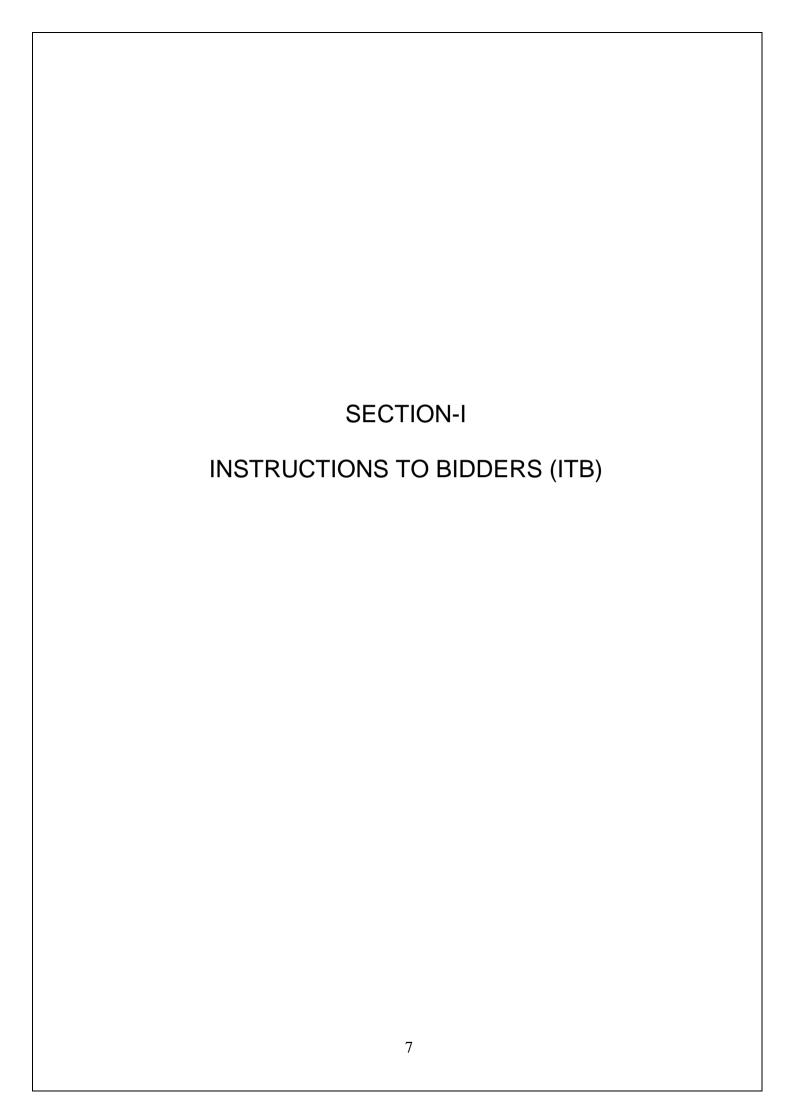
- 3. Bidders are required to deposit Bid Security for the amount mentioned in the table above in the form of Bank Guarantee/FDR/TDR/Demand Draft in favour of Strategic Alliance Management Services Pvt. Limited, New Delhi. Bidders have option to submit Bid Security online through NEFT/RTGS/SWIFT transfer to the account details given in the Bid Document. In both the cases, the details of UTR/BG/FDR/TDR/DD number will have to be mentioned in the Commercial Terms, to be submitted with the Bid, before the due date and time for submission of bids. In case Bid security is not received due to any reason whatsoever within the said timeline, Purchaser may decide to summarily reject the bid. The bidders who are registered with MSME/NSIC for the items to be procured under this NIT are exempted from submission of bid security.
- 4. Bidding will be conducted through the 'Advertised Tender Enquiry' method as per procedures set out in the 'General Financial Rule 2017' and 'Manual for procurement of Goods, 2017' issued by Department of Expenditure, Ministry of Finance, Govt. of India and as per terms and conditions mentioned on e-Bidding portal.
- Interested Bidders may download the Bid Document from e-Bidding Portal at the details given above. Bidders can also download the Bid Document from SAMS website www.samsconsult.com.
- 6. Bidders intending to submit their bids, should deposit a non-refundable Transaction fee (for an amount specified on the e-Bidding portal) before the due date and time for submission of bids through the transaction fee link in the bidder's login. The bidders who have deposited the transaction fee as above will only be able to submit the bids online.
- 7. All corrigendum/addendum will be uploaded on e-Bidding Portal and SAMS website. Bidders who are interested in participating in the tender may refer to e-Bidding Portal from time to time and shall be solely responsible for checking above websites for any corrigendum/addendum issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their bids.

- 8. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at 1100 hours on 12/09/2017 at the address mentioned above. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the bidders. In case the bidder deputes an agent to attend the pre-bid meeting, the Employer will be informed in writing by the bidder. In addition, the bidder will ensure that such agent does not work simultaneously for several competing bidders. Bidders can also participate in online Pre-bid meeting by going to the e-Bidding Portal and clicking on the Pre-bid meeting link.
- Bidders who are not able to attend pre-bid meeting can send their written requests for clarification, if any up to 1800 hours on 11/09/2017 at email procurement@samsconsult.com
- 10. Bids must be submitted up to 1430 hours on 26/09/2017 on the e-Bidding Portal in the link Auc-Floor Manager. The technical bids will be opened on the same day at 1500 hrs on the portal and a name of bidders who have submitted bids up scheduled date and time mentioned above will be available to all bidders on the e-Bidding Portal itself.
- 11. All documents required towards submission of bids have to be uploaded online. Only Original Bid Security, if submitted in form of BG/TDR/FDR/DD will have to be deposited at the address given above up to 1700 hours on 29th September, 2017.
- 12. The physical copies of documents will be requested from the successful bidders after opening of Price Bids. The Price comparative statement will be available in the login of successful bidder immediately after opening of price bids.

Sanjay Rastogi Director, SAMS

CONTENTS OF BIDDING DOCUMENT

1)	Instructions to Bidders (ITB)	07
2)	General Conditions of Contract (GCC)	22
	Schedule of Requirements	
	Technical Specifications	
	Price Schedule	
	Contract Forms	
	Bidding Forms	



SECTION-I INSTRUCTIONS TO BIDDERS

		A. INTRODUCTION
1. Scope of Bio		1.1 Strategic Alliance Management Services Private Limited (SAMS), acting as Procurement Agent on behalf of Foundation for Innovative New Diagnostics (FIND), New Delhi (hereinafter referred as "Purchaser") has issued this Bid Documents for procurement of equipment (Tablet computer) and related services as given in Schedule of Requirements"
2. Availability Funds	of	2.1 Expenditure to be incurred for the said procurement will be met from the funds provided by The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM).
3. Fraud Corruption	and	 3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser: (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) 'corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and (ii) 'fraudulent practice' means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) 'collusive practice' means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) 'coercive practice' means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract. 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 6.4 and 23.1 (c) of the General Conditions of Contract. 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.

4. Bidders' 4.1 This bidding is open to manufactures and authorized dealers / **Eligibility** distributors of manufacturers. Non manufacturer bidders (authorized dealers / distributors) will have to submit Manufacturer's Authorization Certificate as per Form given in Section VII of Bid Document. 4.2 The Bidder may be Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act. 1956/2013. 4.3 The bidder and any of its successors and its consortium partner (if any) should not be debarred / blacklisted by any Central /State Govt. Health Department/ UN Agencies/World Bank/ GFATM/RITES Ltd./ SAMS as on the date of opening of bid. 5. Documents 5.1 The Bidder shall furnish as part of its Bid the documentary evidence **Establishing** that the Goods conform to the technical specifications and standards conformity of specified in Section IV. The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the Goods and **Services** form of literature, drawings, and data and shall consist of: to Biddina **Documents** (a) a detailed description of the essential technical and performance characteristics of the Goods: (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications: (c) The Goods offered should meet the specified Quality Standards as stated in the Technical Specifications. 6. Qualifications of Bidder along with Consortium partner(s) (as the case may be) should the Bidder provide the evidence that it has capability necessary to perform the contract, as under: (a) For bidders as Manufacturers: The Bidder should have manufactured, supplied and provided after sales services for the similar Goods to the extent of at least 60% of the quantity indicated against requirement given at "Section III, Schedule of Requirements" during last three years preceding the date of opening of bids. (b) For bidders as Non-manufacturers: The Bidder should have supplied the similar Goods and provided after sales services to the extent of at least 30% of the quantity indicated against requirement given at "Section III. Schedule of Requirements" during last three years preceding the date of opening of bids. (c) The bidder and consortium partner(s) (as the case may be) together should have achieved cumulative turnover of at least Rs. 35.0 Crores during last three financial years (2013-14, 2014-15 and 2015-16). Financial Statements and CA's certificate (with registration number) in this regard may be enclosed. (d) Bidder should be in continuous business of manufacturing / supplying the similar Goods as specified in the 'Schedule of requirement' during the last three years prior to bid opening. (e) Details of past experience [in support of qualification requirement given in para (a) / (b) and (c)] including past performance of the Goods offered and on those of similar nature within the past three years, details of current contracts in hand and other

	commitments (as per form given in Section VII, Bidding Forms-
	Performance Statement Form) should be submitted.
	 (f) (g) List of Service / Customer Support Centers either that of manufacturer or owned by itself or through outsourcing to provide after-sales support and meet warranty/maintenance commitments, if contract is awarded. (h) Bidders shall invariably furnish at least 3 or more documentary evidence (Client's certificates for bulk sale) in support of the satisfactory operation including timely supply, service and maintenance of the Goods supplied by the Bidder during last three years. Purchaser may seek feedback from Clients on satisfactory performance of the equipment supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be consider for further evaluation.
	 (i) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply including timely service and maintenance of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments. (j) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted).
	 Additional Requirements: The bidder should submit the following documents: (k) Certification of incorporation of the Bidder, legal status, place of registration and principal place of business of the company or firm or partnership, etc. (I) GST and Income Tax registration certificates. (m) Notarized Affidavit that the Bidder that the Bidder is not debarred by Central and State Government Health Organizations.
	Notwithstanding anything stated above, Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
7. One Bid per Bidder	7.1 A firm shall submit only one bid as an authorized dealer / distributor or as a manufacturer, but not both.7.2 In case, it is found that the manufacturer as well as its dealer/distributor have submitted their bids individually for the required item, both bids shall be rejected.
8. Cost of Bidding	8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. THE BIDDING DO	OCUMENTS
9. Content of	9.1 The Bidding Documents are those stated below and should be read

Bidding Documents	in conjunction with any addendum issued in accordance with ITB Clause 11.
	Section I. Instructions to Bidders (ITB) Section II. General Conditions of Contract (GCC) Section III. Schedule of Requirements Section IV. Technical Specifications Section V. Price Schedule (to be filled by the bidders for quoting their prices) Section VI. Contract Forms Section VII. Bidding Forms
	9.2 The 'Notice Inviting Tenders' (NIT) does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the NIT and the Bidding Documents listed in 9.1 above, said Bidding Documents will take precedence.
10. Clarification of Bidding Documents	10.1 A prospective Bidder requiring any clarification or have any query relating to the Bidding Documents shall contact the Purchaser in writing. The Purchaser will respond in writing to any such queries received up to the time and date mentioned in the Table – Key Information, (page no.3) of the Bid Document. The Purchaser's response shall uploaded on e-Bidding Portal without identifying its source / uploaded at Purchaser's website. The bidders who download the bid document form Purchasers' website should regularly view the website for updates and amendments, if any.
11. Amendment of Bidding Documents	11.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
	 11.2 Any addendum/amendment thus issued shall be part of the Bidding Documents and shall be uploaded on e-Bidding Portal. Such addendum will be binding on the bidders and it will be assumed that the information contained in the addendum have been taken into account by the Bidder in its bid. 11.3 To give prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify the extended deadline on e-Bidding Portal.
C. PREPARATION OF E	BIDS
12. Language of Bid	12.1The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.
13. Documents Constituting the Bid	13.1 The Bid shall comprise two parts submitted simultaneously, one part containing the Technical Bid and the other the Price Bid , both online (except for original Bid security).
	13.2 At first, the Technical Bids shall be opened at the time and date

specified in the Table – Key Information given at page no. 3 of the Bid Document. The Technical Bids shall be evaluated first by the Purchaser. The Technical Bids which do not conform to the specified requirements will be rejected as technically non-compliant Bids.

- 13.3 Price Bids of technically qualified Bids shall be opened by the Purchaser at later date and time communicated to all technically qualified bidders. The Price Bids shall be evaluated and the Contract shall be awarded to the Bidder who has been determined to be the lowest evaluated substantially responsive Bidder.
- 13.4 The **Technical Bid** submitted by the Bidder shall comprise the following:
 - (a) Scanned copy of duly filled-in Technical Bid Form, in accordance with the forms indicated in Section VII:
 - (b) Scanned copy of Bidder's Information Form, in accordance with the forms indicated in Section VII
 - (c) Scanned copy of transition receipt/ bid security in accordance with the provisions of ITB Sub-Clause 18.3 (Bid Security);
 - (d) Scanned copy of the instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder and verifying his signature, duly signed by the Authorized signatory of the company/firm. Only such authorized officer of the bidder should sign the bid documents;
 - (e) Scanned copy of Manufacturer's authorization Form given in Section –VII for bidder for quoted item(s). (in case of non-manufacturer bidders)
 - (f) Scanned copy of the audited financial statements of accounts (including balance sheet, profit and loss account and auditor's reports) for last three financial years (2013-14, 2014-15 and 2015-16).
 - (g) Scanned copy of Certificate of incorporation of Manufacturer / registration certificate issued by an appropriate authority
 - (h) Scanned copy of Performance Statement as per "format given in Section VII" to establish 3 years market standing and Client's certificates along with copies of Purchase Orders / contracts/proof of quantity of retail sale of similar items and Clients' Certificates (minimum three for bulk sale).
 - (i) Scanned copy of GST and Income Tax registration certificate.
 - (j) Scanned documents regarding quality standard (example ISO, BIS, CE etc.) as per the quality criterion specified under Technical Specifications Section-IV.
 - (k) Scanned copy of Technical literature, product data sheet, brochure and other documents proving that the equipment tendered meet all the technical parameters as laid down under Technical Specifications given at Section-IV.
 - (I) Scanned copy of Notarized Affidavit that the bidder is not be debarred / blacklisted by any Central /State Govt. Health Department/ UN Agencies/World Bank/ GFATM/ RITES Ltd./ SAMS as on the date of opening of bid.
 - (m) The Price bid submitted by the Bidder shall comprise the duly filled-in Price Schedule, in accordance with the forms indicated in Section V;

14. Technical Bid Form	14.1 The Bidder shall complete the Technical Bid Form furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, including make/model and quantity offered.
15. Bid Prices	The Bidder shall indicate on the Price Schedule, the unit price and total price of each item, it proposes to supply under the Contract including all applicable taxes, such as basic duty, octroi, local taxes, if any etc. only GST could be quoted separately. The price schedule will be given in the online portal and the bidder will be required to quote therein. The price bid should not be submitted at any other place otherwise the bid is liable to be rejected.
	The bidder shall quote the prices on 'CIP-Final Destination, as per Schedule of Requirement- Consignee Distribution List' basis to all consignees.
	The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the tender.
	15.4 GST or other local tax, if any, where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for taxes will be admitted at any later stage on any ground.
	15.5 Prices indicated on the Price Schedule shall be entered separately in the following manner:
	(i) Total price of the Goods quoted, till final place of destination, as per CIP terms of Delivery including all duties and GST. The final destination is specified in Schedule of Requirements (Section III)
	 The rate of GST, if any, that will be payable on the Goods if the Contract is awarded, to be quoted separately. The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non-responsive
	and will be rejected pursuant to ITB clause 28. The bidder's separation of price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
16. Currencies of Bid	16.1 Prices shall be quoted in Indian Rupees only.
17. Period of Validity of Bids	17.1 Bids shall remain valid for the period of 120 days after the date of bid submission specified in ITB Clause 22. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	17.2 In exceptional circumstances, prior to expiry of the original bid

validity period, the Purchaser may request that the Bidders extend
the period of validity for a specified additional period. The request
and the responses thereto shall be made in writing. A Bidder may
refuse the request without forfeiting its bid security.

18. Bid Security

18.1 The Bidder shall furnish, as part of its bid, a bid security in fixed amount as specified in Section –III, Schedule of Requirement. The amount of bid security should be in fixed amount as specified in the Schedule of Requirements.

If the amount of bid security furnished is less than the required amount as specified in the Schedule of Requirements, then Bid shall be rejected.

- 18.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid (i.e. 120+ 45 days), and beyond any extension subsequently requested under Sub-clause 17.1.
- 18.3 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:
 - (a) Though NEFT/RTGS/SWIFT transfer to the Purchaser's bank Account as per details below:

Account Name	Strategic Alliance Management
	Services Pvt. Ltd
Bank's Name and	
address	8, AG 20 to AG 21, Plot No. 2,
	Community Centre, Motia Khan, Pahar
	Ganj, New Delhi – 110055
A/c No	50200004088464
MICR Code	110240070
IFSC/NEFT/RTGS	HDFC0000457
CODE	
SWIFT CODE	HDFCINDEL

- (b) a crossed demand draft or a pay order drawn in favor of the Purchaser;
- (c) TDR/FDR pledged in name of the Purchaser;
- (d) a bank guarantee issued by a nationalized/scheduled bank in India. The format of the bank guarantee shall be in accordance with the form of bid security included in Section VII.
- 18.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.
- 18.5 The bidders who are registered with Micro, Small and Medium Enterprise (MSME) and National Small Industry Corporation (NSIC) for the items to be procured under this NIT are exempted from submission of bid security. In such case, bidder should submit copy of MSME/NSIC registration and documents showing exemption from submission of bid security, in lieu of bid security.

	40 C. The hid accomition of appropriately Didden will be actumed as
	18.6 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
	18.7 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
	 18.8 The bid security may be forfeited a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or c) in the case of a successful bidder, if the Bidder fails within the specified time limit to: i. sign the contract, or ii. furnish the required performance security, or iii. In case of any false, incorrect or misleading information provided in the bid
19. Alternative Proposals by Bidders	19.1 Alternative bids shall not be accepted. The bidder should not submit more than one bid.
20. Format and Signing of Bid	 20.1 The formats for submitting bids have been prepared on the e-Bidding Portal. The bidder will be required to quote their technical and price bids on the portal itself and upload the relevant documents along the bid. 20.2 The bids consisting of the documents listed in ITB Sub-Clauses 13.4 and 13.5, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 13.4 (c) shall accompany the bid and will be uploaded with the bids. 20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initiated by the person or persons signing the bid.
D. Submission of Bids	
21. Sealing and Marking of Bids	21.1 The bidder shall submit the bid online only on the e-Bidding portal as per the formats given therein.
	21.2 All documents accompanying the bids must be uploaded on the portal itself. Only Bid Security in form of BG/TDR/FDR/DD has to be submitted in hard copy at the address and date and time as specified in the Table – Key Information at page no. 3 of the Bid Document.
22. Deadline for Submission of Bids	22.1 Bids must be received by the Purchaser in the e-Bidding Portal no later than the time and date as specified in the Table – Key Information at page no. 3 of the Bid Document.
	'In event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day'.

	22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Para 11.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
23. Late submission of Bid Security	23.1 In case bidder fails to submit bid security to the Purchaser up to the deadline for its submission as specified in the Table – Key Information at page no. 3 of the Bid Document, the bid will be rejected.
24. Modification and Withdrawal of Bids	24.1 The Bidder may modify or withdraw its bid after submission, by clicking on the Delete bids button in the e-Bidding Portal. A bidder can delete their bids any number of times, but the bids must be finally submitted before the due date and time for bid submission.
	24.2 No bid may be modified subsequent to the deadline for submission of bid.
	24.3 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Para 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Para 18.7.
E. OPENING AND EVA	LUATION OF BIDS
25. Bid Opening	 25.1 The Purchaser shall conduct the opening of Technical Bids in the presence of Bidders' representatives who choose to attend, on the date, time and place specified in the Table – Key Information at page no. 3 of the Bid Document. The Technical bid opening shall be done online whose result shall be made available to all bidders immediately through Technical CST link in their login. 25.2 In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and Location on the next working day.
26. Clarification of Bids	26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 29.1.
27. Confidentiality	27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
	27.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid. 27.3 From the time of bid opening to the time of Contract award, if any

Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

28. Examination of Technical Bids and Determination of Responsiveness

- 28.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 28.2 The Purchaser will examine the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 28.4 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:

 (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Non submission of Bid Forms
- Bid Validity (ITB Clause 17)
- Bid Security (ITB Clause 18):
- Validity of Bid Security (ITB Clause 18.2)
- Performance Security (GCC Clause 8);
- Delivery Terms (GCC Clause 11 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 24);
- Limitation of liability (GCC Clause 28)
- Applicable Law (GCC Clause 30);
- Taxes and Duties (GCC Clause 32);
- Technical Specification (As per Section IV)
- Delivery Period (Schedule of Requirements)
 Above list is not exhaustive

28.5 If a bid is not substantially responsive, it will be rejected by the

	Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
29. Correction of Non-conformities, Errors, and Omissions	 29.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation. 29.2 The Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission
	shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	 29.3 The Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. b) If there is a discrepancy between subtotals and the total price, the total price shall be corrected. c) If there is a discrepancy between words and figures, the amount in words will prevail.
	29.4 If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
30. Evaluation and	Preliminary Evaluation of Bids
Comparison of Bids	30.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.4 have been provided, and to determine the completeness of each document submitted.
	30.2 The Purchaser shall confirm that the required documents and information have been provided in the Technical Proposal.
	30.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 13.5 have been provided, and to determine the completeness of each document submitted.
	Examination of Terms and Conditions; Technical Evaluation
	30.4 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.5 The Purchaser shall evaluate the technical aspects of the Bid

submitted in accordance with ITB Clause 5 and 6, to confirm that all requirements specified in Section III and IV, Schedule of

Requirements and Technical Specifications of the Bidding Document have been met without any material deviation or reservation.

30.6 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

Evaluation of Price Bids

- 30.7 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive, pursuant to ITB Clause 28.
- 30.8 The Purchaser's evaluation of a bid will take into account the total unit cost of the item and related services at the consignee's destination **inclusive of all duties**, **taxes and other charges**.
- 30.9 The financial evaluation of the bids shall be carried out based on the total bid price for:
 - (a) Supply of required items/equipment with warranty requirements as stated in Section IV Technical Specifications; and
 - (b) Cost of maintenance services after warranty period (if so stated in Section IV – Technical Specifications)
- 30.10 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates for (a) for supply of required items/equipment with as stated in Section IV Technical Specifications; and (b) for maintenance services after warranty period (if so stated in Section IV Technical Specifications).
- 30.11 Bidders must quote for the entire quantity as specified in the Schedule of Requirements. Bidders who do not quote for full quantity will be treated as non-responsive.
- 30.12 Deviations in the delivery schedule and Payment schedule are not permitted.
- 30.13 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 30

F. AWARD OF CONTRACT

31. Post qualification

- 31.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 6.
- 31.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 6, as well as other information the Purchaser deems necessary and appropriate.

	31.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.		
	31.4 Technical Demonstration of equipment:		
	(a) Prior to contract award, the lowest evaluated substantially responsive Bidder may be requested to organize demonstration of the equipment, for inspection of quality and its efficient operation and demonstration of performance parameters before Purchaser or its authorized team. In case, the equipment does not perform satisfactorily and does not pass quality / performance test, the bid would be deemed to be non-responsive and Purchaser reserves the right to move to next lowest evaluated responsive bidder for such a technical demonstration of equipment.		
	(b) the bidder shall arrange for demonstration of offered equipment at desired location intimated later by Purchaser, at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Purchaser, whether the equipment offered meets the accuracy and other quality parameters as indicated in Technical Specifications at Section IV. The bidder should be prepared to do so by keeping one sample unit of the quoted equipment of same make/model ready at its disposal.		
32. Award Criteria	 32.1 Pursuant to ITB Clauses 30, 31, and 35, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder has remained qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31. 32.2 Before the award of Contract, Purchaser 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. 		
33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	33.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.		
34. Purchaser's right to vary quantities during currency of contract	34.1 The purchaser reserves the right to increase or decrease the quantity of goods by 25% during the contract period.		
35. Notification of Award	35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by e-mail or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.		

36. Publication	of	35.2 36.1	Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18. The name and address of Successful bidder(s) will be declared		
Bid result	OI.	30.1	and published appropriately.		
37. Signing Contract	of	37.1	Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.		
		37.2	Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.		
38. Performance Security		38.1	Within twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.		
		38.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Sub-Clause 38.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.		
39. Purchase preference			Exercising the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises (MSEs) effective from 1at April, 2012. In accordance with the above notification, the participating MSEs in a bid, quoting a price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than a MSE. Such MSEs would be allowed to supply up to 20% of the total bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the bidding or meet the bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.		
		39.3	The MSEs participating in the bid shall enclose with their bid, a copy of their valid registration certificate with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Coir Board or NSIC and any other body specified by Ministry of Micro and Small Enterprises in support of their being an MSE, failing which their offer will be liable to be ignored.		

SECTION II. GENERAL CONDITIONS OF CONTRACT (GCC)
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SECTION II.

General Conditions of Contract (GCC)

- 1. Definitions
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "Day" means calendar day.
 - (d) "Effective Date" means the date on which this Contract becomes effective i.e. date of notification of Award.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "The Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (g) "The Purchaser" means M/s Strategic Alliance Management Services Pvt. Ltd. (SAMS) on behalf of Foundation for Innovative New Diagnostics (FIND).
 - (h) "The Purchaser's Country" is India.
 - (i) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law.
 - (j) "The Services" means those services ancillary to the supply of the Goods, such as transportation, insurance, installation, testing and commissioning of equipment and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (k) "The Site," where applicable, means the place or places named in the Schedule of requirement.
 - (I) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract
 - (m) End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements.
- 2. Imports
- 2.1 For Imported goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Custom Duty, Sales tax on raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.
- 3. Application
- 3.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 4. Country Origin
- of 4.1 Any Goods and Services supplied under the Contract shall have their origin in India or other countries (in case of imported goods offered).

5. Standards

- 5.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 6. Use of
 Contract
 Documents
 and
 Information;
 Inspection and
 Audit by the
 Purchaser
- 6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only those as may be necessary for purposes of such performance.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

7. Patent Rights

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.

8. Performance Security

- 8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 5% of the total contract price
 - a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) 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.
 - b) The performance security shall be valid till **60 days** after the date of completion of all contractual obligations including warranty.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms:
 - a) The performance security shall be in the form of a Bank guarantee and the named beneficiary shall be "Strategic Alliance management Services Pvt. Ltd" [acting as procurement agent on behalf of Foundation for Innovative New Diagnostics (FIND), India], issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or
 - b) a crossed demand draft or a pay-order drawn in favor of "Strategic Alliance management Services Pvt. Ltd".
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the

Contract, including any warranty obligations.

In the event of any amendment issued to the contract, the supplier shall, within twenty one (21) 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

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications

The Technical Specifications (Section IV) shall specify what inspections and tests the Purchaser requires. Further,

- a) Pre-dispatch inspection of the goods may be conducted by purchaser or its authorized representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The Supplier shall at the earliest furnish details of equipment and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.
- b) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspections and related costs, 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.

- c) The Supplier may have an independent quality test conducted for equipment ready for shipment. The cost of such tests will be borne by the Supplier.
- d) Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods. The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.
- 9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection/testing as required

by GCC Clause 9.1 above, conducted before shipment or at ultimate destination, the inspection/testing will be forwarded for umpire inspection/testing within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

- 10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

- A. **Documents to be submitted to purchaser:-** Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser four sets of documents comprising of the following:
- i. One original and three copies of commercial invoice, indicating the SAMS as the Purchaser on behalf of FIND, the Contract number, credit 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. Four copies of Proof of Dispatch (POD) viz., Courier Docket/Dak Parcel/ airway Bill / Railway consignment note/road consignment note or multimodal transport document showing Purchaser as SAMS on behalf of FIND and delivery up to final destination as stated in the Contract
- iii. One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format given at Section-VII.
- iv. Four copies of Certificate of Country of Origin of the Goods to be supplied.
- v. Four copies of Certificate of Insurance
- vi. Four copies of packing list identifying contents of each package
- vii. One original and three copies of the manufacturer's or Supplier's Warranty certificate
- viii. Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
- ix. Four copies of Internal / In-house Inspection Certificate of Manufacturer
- x. Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.
- xi. Any other/additional procurement-specific document(s) s required for delivery/payment purposes.

B. Documents to be submitted to Consignee: -

The Supplier should intimate the Consignee at least 7 days in advance before the dispatch of Goods, the expected date of consignment. The Supplier should provide the Consignee one set of the documents mentioned below: (i) Copy of NOA/ PO (ii) Copy of Invoice containing particulars as per (A)(i) above; (iii) Packing list identifying contents of each package (iv) Manufacturer's or Supplier's Warranty certificate of item supplied.

12. Insurance

- 12.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
 - ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
 - iv) in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

13. Transportation 13.1

13.1 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. Incidental Services

14.1 The supplier shall be required to perform the incidental services as per the List of Requirements and the Technical Specification (Section – III and IV).

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract are new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for the period of three years, after the Goods have been delivered at the final destination

- indicated in the Contract.
- 15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

15.7 Additional Comprehensive Warranty Clause applicable to Contract

- (a) During the warranty, free repair services shall be provided by the supplier.
- (b) 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.
- (c) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier' maintenance engineer to report at the site/ remote support/ through local dealer after a request call /fax/email is made or letter is written) shall not exceed 3 working days.
- (d) During the Warranty period, the supplier will be required to guarantee that the equipment will be maintained in good working condition and responding to any complaints within three (03) days and to repair within ten (10) days or replace the unit within fifteen (15) days of receipt of complaint.
- (i) Failure to arrange for repair / replacement of equipment (Tablet) as per para 15.7.1 the Supplier will be liable for a penalty at the rate of 0.1% 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.
- (ii) Details of the functional service and maintenance service center(s) along with complete contact details shall be provided by the Supplier.

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 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

Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

16. Payment

16.1 The method and conditions of payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

The Hundred percent (100%) of the Contract Price shall be paid upon successful delivery and acceptance of goods by the consignees (prorata payments are allowed), within 30 days of submission of supporting documents as per GCC clause 11 (A) above.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, GST/ taxes payable shall be paid as applicable at the time of supply.

18. 18. Change Orders

- **Change** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - a. specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
 - 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed/agreed by the Purchaser and Supplier.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.

21. Delays in the 21.1 Supplier's C

21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:

Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.

- (a) Forfeiture of its Performance Security and / or
- (b) Imposition of liquidated damages and/or
- (c) Termination of the contract for default.
- 21.2 If at any time during the performance of the contract, the supplier should encounter conditions impending timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions that the Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the **0.5 percent per week or part thereof** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, **up to a maximum deduction of the 10 percent** of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or/and
 - b) if the Goods do not meet the Technical Specifications stated in the Contract; or/and
 - c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- a) if the Supplier fails to perform any other obligation(s) under the Contract.
- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, imposition of liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the

remaining Goods, the Purchaser may elect:

- (c) to have any portion completed and delivered at the contract terms and prices; and/or
- (d) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of 27.1 Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.1.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 27.1.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-.
 - i. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
 - ii. The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
 - iii. Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.
 - iv. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party,

then the Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.

- v. The venue of Arbitration shall be Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- vi. The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.
- 27.3 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due to the Supplier.

28. Limitation Liability

- of 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language
- 29.1 The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 30. Applicable Law
- 30.1 The Contract shall be interpreted in accordance with the laws of Union of India.
- 31. Notices
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address are as follows:

The Purchaser's addresses for notice purposes is:

Director

Strategic Alliance Management Services Pvt. Ltd. B01 – B03, Vardhman Diamond Plaza, Community Centre, D. B. Gupta Road, Paharganj, New Delhi 110055, INDIA

The Supplier's address for notice purposes is as mentioned in the NOA/contract.

- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties
- and 32.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.
- 33. Jurisdiction
- 33.1 All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.

SECTION III. SCHEDULE OF REQUIREMENTS
35

SECTION III. SCHEDULE OF REQUIREMENTS

A. Schedule of Requirement with Bid Security:

SI. No.	Description of Equipment	Unit	Required Qty.	Bid Security in INR
1	Tablet Computer	Set	20,000	38,00,000/-

B. Consignee-wise Quantity Distribution:

Sr. No.	State name	Consignee Address	Pincode	State Drug Store e-mail	STO e-mail	Total Quantity (Nos.)
1	Andaman & Nicobar	State TB Officer, Directorate of Health Services, Andaman & Nicobar Union Territory, Port Blair–744104, Andaman & Nicobar Islands	744104	STOAN@rntcp.org	STOAN@rntcp.	25
2	Andhra Pradesh	First Floor, Govt. Chest Hospital, Opposite Mental Hospital Campus, Chinnawaltair, Vishakapatnam-17, Andhra pradesh	530017	sdsaphyd@rntcp. org	stoap@rntcp.o rg	850
3	Arunachal Pradesh	State TB Cell, Directorate of Health Services, C-Sector,		SDSARITA@RNTCP .org	STOAR@RNTCP .ORG	74
4	Assam	State Drug Store, Central Drug Warehouse, O/o the Additional Director of Health Services, VIP Road, Patharquari, Narengi	781071	SDSASGWH@RNT CP.org	STOAS@RNTCP .ORG	546
5	Bihar	State Drug Store, C/o State TB Officer, Joint Director and State Programme Officer (TB), Agamkuan	800007	SDSBIPTN@RNTCP .org	STOBI@RNTCP. ORG	945
6	Chandigarh	State TB Officer, State TB Cell, Homeopathic Dispensary Campus, Sector- 34, Near Police Station, Chandigarh	160034	SDSCHCHD@RNTC P.org	STOCH@RNTC P.ORG	24
7	Chhattisgarh	State Drug Store, C-79, Sant Shadani Darbar Parisar, Dhamtari Road, Mana, Raipur.	492015	SDSCGRPR@RNTC P.org	STOCG@RNTC P.ORG	539
8	Dadra & Nagar Haveli	District TB Officer, District TB Centre, Nursing School, Nr. PWD Office, Silvassa- Dadra & Nagar Haveli	396230		STODN@rntcp. org	14
9	Daman & Diu	Director cum State TB Officer, Administration of Daman and Diu, Directorate of Medical & Health Services, Primary Health Center, Moti Daman, Daman & Diu	396220		STODD@rntcp. org	11

10	Delhi	State Drug Store, C/o State Training & Demonstration Centre, New Delhi TB Centre, Jawahar Lal Nehru Marg, New Delhi	110002	SDSDL@RNTCP.or	STODL@RNTCP .ORG	262
11	Goa	State Drug Store, State TB Control Society, 18th June Road, Provedoria Building	403001	SDSGAPNJ@RNTC P.org	STOGA@RNTC P.ORG	32
12	Gujarat	The Director, State TB Demonstration & Training Centre(STDC), Campus of B.J. Medical College & Civil Hospital, Asarva	380016	SDSGUAMD@RNT CP.org	STOGU@RNTC P.ORG	1329
13	Haryana	State Drug Store, Haryana (RNTCP)		SDSHRPKL@RNTC P.org	STOHR@RNTC P.ORG	405
14	Himachal Pradesh	The Senior Medical		SDSHPSML@RNTC P.org	STOHP@RNTCP .ORG	286
15	Jammu & Kashmir	State Drug Store, C/o State TB Officer, Director of Health Services, Near MLA Hostal, Shalimar	180001	SDSJKJAM@RNTC P.org	STOJKJ@RNTC P.ORG	250
16	Jharkhand	State TB Drug Store, Itki TB Sanatorium, PO:Itki	835301	SDSJHRNC@RNTC P.org	STOJH@RNTCP .ORG	470
17	Karnataka	State Drug Store C/o Joint Director(TB), Lady Wellingdon State TB Demonstration & Training Centre(STDC), 4th Main, Sampangiramanagar	560027	SDSKABLC@RNTC P.org	STOKA@RNTCP .ORG	909
18	Kerala	State Drug Store, C/o State TB Officer State TB Cell Red		SDSKETRM@RNTC P.org	STOKE@RNTCP .ORG	588
19	Lakshadweep	State TB Officer, State TB Cell, Directorate of Medical and Health Services, Union Territory of Lakshadweep, Kavarathy Island, Kavarathi, Lakshadweep	682555	stolakshadweep@ gmail.com	STOLK@rntcp.o rg	14
20	Madhya Pradesh	State TB Demonstration & Training Centre(STDC), Bhopal TB Hospital Campus, Idgah Hills	462001	SDSMPBPL@RNTC P.org	STOMP@RNTC P.ORG	1088
21	Maharashtra	State Drug Store, State TB Training and Demonstration Centre(STDC)-Pune, Aundh Chest Hospital Building, Ground- floor, Aundh Camp	411027	SDSMHPNR@RNT CP.org	STOMH@RNTC P.ORG	1971

22	Manipur	State Drug Store, C/o State TB Officer, R & D Wing, Medical Directorate, Lamphelpat.	795004	SDSMNIMP@RNT CP.org	STOMN@RNTC P.ORG	78
23	Meghalaya	State Drug Store, C/o State TB Officer, Reid Provincial Chest Hospital- Compound, Jhalpara-Mawprem	793002	SDSMGSHL@RNT CP.org	STOMG@RNTC P.ORG	93
24	Mizoram	State Drug Stores, C/o State TB Cell,Directorate of Health Services, Dinthar, Aizawl, Mizoram	796001	SDSMZAZW@RNT CP.org	STOMZ@RNTC P.ORG	57
25	Nagaland	State Drug Store, C/o State TB Officer, Directorate of Health & Family Welfare, Below Civil Secretariat Complex, Ruziezou	797001	SDSNGKMA@RNT CP.org	STONG@RNTC P.ORG	69
26	Orissa	State Drug Store (RNTCP), C/o_loint Director State Drug		SDSORBMC@RNT CP.org	STOOR@RNTC P.ORG	849
27	Pondicherry	State TB Control Officer / Member Secretary, Pondicherry TB Control Society/Honorary Secretary, TB Association of Puducherry, Government Chest Clinic, Ambour Salai, Puducherry,	605001	STOPD@rntcp.org		39
28	Punjab	State Drug Store, C/o State TB Officer, State Health Society(RNTCP), Room No. 315, 2nd Floor, Parivar Kalyan Bhavan, Sector-34-A	160034	SDSPNCHD@RNTC P.org	STOPN@RNTC P.ORG	443
29	Rajasthan	State Drug Store, State Warehouse, Sethi Colony, Behind Mental Hospital	302005	SDSRJJPR@RNTCP .org	STORJ@RNTCP. ORG	1180
30	Sikkim	State Drug Store, C/o State TB Officer, State TB Cell, Department of Health Care, Human Services & Family Welfare, Bhanupath	737101	SDSSKGTK@RNTC P.org	STOSK@RNTCP .ORG	36
31	Tamil Nadu	State Drug Store - RNTCP, State TB Training and Demonstration Center, ITM Campus, Spartank Road, Chetpet	600 031	SDSTNCNI@RNTC P.org	STOTN@RNTCP .ORG	1453
32	Telangana	State Drug Store, Telangana, Stdc Campus, Besides Chest Hospital, S.R. Nagar(Irramnuma) Hydrabad	500038	sdstshyd@rntcp.o rg	stots@rntcp.or	553

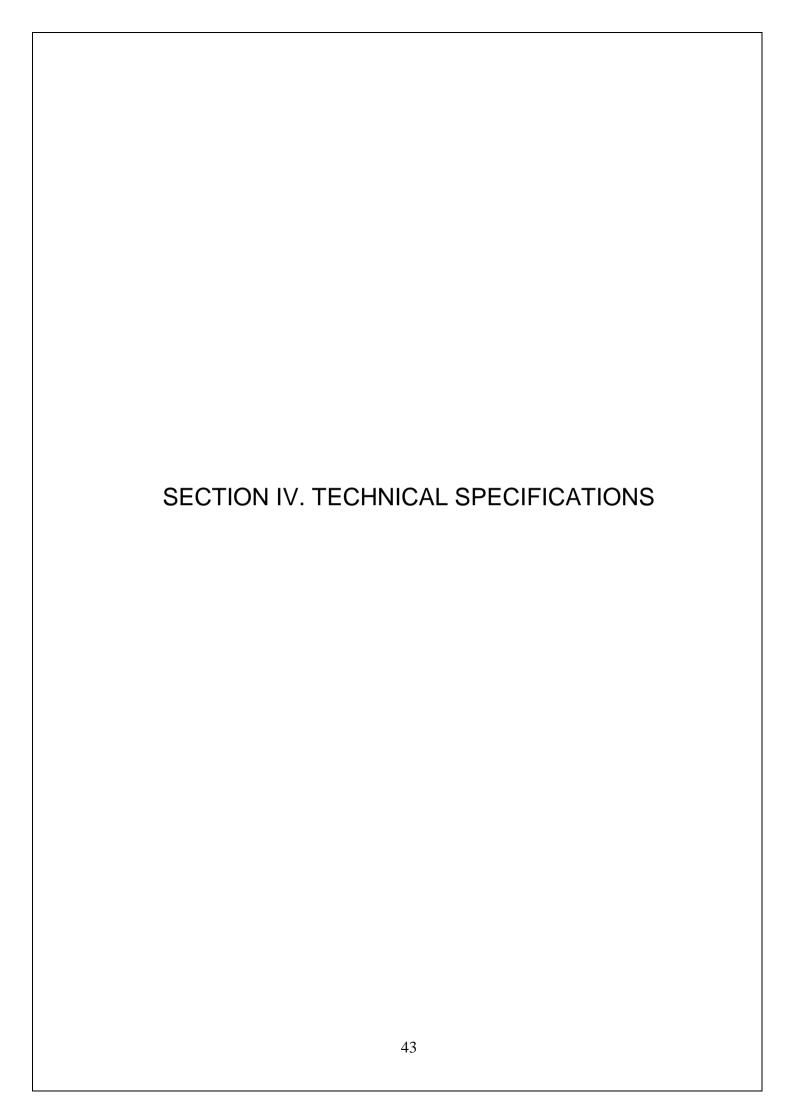
33	Tripura	State Drug Store, C/o State TB Officer, State TB Cell, TB and Chest Clinic, L.G.M. Hospital Complex	799001	SDSTRARL@RNTC P.org	STOTR@RNTCP .ORG	81
34	Uttar Pradesh	Regional Durg Ware House, Logistic Management Cell, Industrial Area Nadarganj, Amausi, Near Airport	226008	SDSUPLNO@RNTC P.org	STOUP@RNTC P.ORG	2653
35	Uttarakhand	State Drug Store- Dehradun,C/o State TB Officer, CMSD Store, O/o The Director General(Medical Health and Family Welfare) Chander Nagar	248001	SDSURDDN@RNT STOUR@RNTC CP.org P.ORG		231
36	West Bengal	State Drug Store-Kolkata, 541 B, RABINDRA SARANI.	700003	SDSWBCAL@RNTC P.org	STOWB@RNTC P.ORG	1178
37	GMSD Chennai	Government Medical Store Depot 37, NAVAL HOSPITAL ROAD, PERIAMET, CHENNAI	ment Medical Store /AL HOSPITAL ROAD, 600 003 atbchennai@gmai l.com			2
38	GMSD Hydrabad	Govt. Medical Store Depot Behind E.S.I. Campus S.R.Nagar, Hyderabad	500 038	gmsdhyd@hotmai l.com		2
39	GMSD Guwahati	ADG (Store) Govt. Medical Store Depot, A.K. Azad Road, Gopinath Nagar, Guwahati- 16, Assam	781016	gmsdghy@gmail.c om & gh75108@bsnl.in		2
40	GMSD Karnal	ADG (Store) Govt. Medical Store Depot, Opposite Telephone Exchange, Karnal	132 001	gmsdkarnal@gmai l.com		2
41	GMSD Kolkata	ADG (Store) Government Medical Store Depot 9, Clyde Row, Hastings, Kolkata	700 022	gmsdkol@yahoo.c om & gmsdkol@gmail.c om		2
42	GMSD Mumbai	ADG (Store) Govt. Medical Store Depot, Post Box No. 4514, Mumbai Central, Mumbai Maharashtra	400 008	gmsdmumbai@ya hoo.com		2
43	National Reference Laboratory (NTI)	Director/Microbiologist/Inch arge National Tuberculosis Institute 'AVALON' No.8, Bellary Road, Bangalore	560 003	nti@ntiindia.org.i n		2
44	National Reference Laboratory (NIRT)	Director/Microbiologist/Inch arge National Institute for Research in Tuberculosis No.1, Mayor Sathiyamoorthy Road, Chetpet, Chennai	600 031	directornirt@nirt.r es.in		2

45	National Reference Laboratory (JALMA)	Director/Microbiologist/Inch arge 4. National JALMA Institute for Leprosy & Other Mycobacterial Diseases Taj East Gate Road, Dr. M. Miyazaki Marg, Shilpgram Parking, Paktola, Tajganj, Agra, Uttar Pradesh	282001	NRLAGRJALMA@r ntcp.org		2
46	National Reference Laboratory (NITRD)	Director/Microbiologist/Inch arge National Tuberculosis Institute (NTI) Bangalore; National Institute of TB & Respiratory Diseases Sri Aurobindo Marg,Near Qutub Minar New Delhi	110030	r.sarin@nitrd.nic.i n, v.myneedu@nitrd .nic.in, NRLDLNITRD@rnt cp.org		2
47	National Reference Laboratory (BMHRC)	Director/Microbiologist/Inch arge Bhopal Memorial Hospital and Research Centre Raisen Bypass Road, Near Karond Chouraha, Bhopal (M.P.)	462038	nrlbplbmhrc@rntc p.org		2
48	National Reference Laboratory (RMRC)	Director/Microbiologist/Inch arge ICMR- Regional Medical Research Centre Chandrasekharpur Bhubaneswar Odisha	751 023	nrlbmcrmrc@rntc p.org		2
49	Central TB Division, New Delhi	ADDG (TB), # 532- C Wing, Central TB Division, Nirman Bhawan, Ministry of Health, Maulana Azad Road, New Delhi	110108	drugs@rntcp.org	salhotrav@rntc p.org	351
Total Quantity (Nos.) 2						

C.	Delivery Schedule: Delivery to all Consignees within Sixty (60) days from
	the date of issue of the Notification of Award (NOA) as per the Consignee Distribution List.

D. Terms of Delivery

CIP-final destinations as per Consignee Distribution List



SECTION IV: TECHNICAL SPECIFICATIONS

A. Technical Specifications - General Requirements

- 1. Service/Maintenance: The supplier shall have a functioning after-sale-service in India covering the whole country, including adequate infrastructure, competent and adequately staffed technical personnel allowing responding to any complaints within three (03) days and to repair within ten (10) days or replace the unit within fifteen (15) days of receipt of complaint.
- 2. Comprehensive Warranty Period:

Equipment Name	Tablet Computer
Comprehensive Warranty Period	3 years (onsite warranty)

- **3. Manual:** Instruction/ Operation Manual in English should be provided with each Tablet Computer.
- 4. ISO 9001: The manufacturer must have Manufacturer System Certified to ISO 9001.

B. Technical Specifications – Specific Requirements

NAME OF EQUIPMENT: Tablet Computer

S. No.	Particulars	Technical Specification		
1	Display	10 Inches (± 0.5 inches acceptable), IPS Panel as applicable		
2	Processor	1.2 GHz Quad Core or higher		
3	Memory RAM	2 GB or higher (to be certified by OEM)		
4	Internal Storage	16 GB or better, as applicable		
5	Resolution	1280 x 800 or higher		
6	Integrated Web camera (Front Camera)	1.2 Mega Pixel HD or better (to be certified by OEM)		
7	Integrated Web camera (Rear Camera)	2 Mega Pixel HD or better (to be certified by OEM)		
8	Connectivity	a) Wifi - 802.11a/b/g/n b)* 3G and 4G c) GSM/EDGE d) Bluetooth 4.0 *All 4G services will automatically switch over to 3G services, if 4G is not available in the area.		
9	GPS	Yes		
10	Keyboard	Virtual or screen		
11	Operating System	Latest version of Android Operating System. Operating System manufacturer /OEM will certify the OS		
12	Power Supply	Suitable charger shall be supplied. Built in rechargeable battery pack/battery suitable for 8 hours and above operation with full HD video playback shall be available		
13	Protection Cover	To be provided		
14	Weight	Less than 800gms with battery		
15	IPv6 compliant	Yes (to be certified by OEM)		
16	Card Slot	External SD Card slot (capable of supporting 128GB)		
17	Warranty	Warranty to be provided for 3 years (for detail, refer to tender document)		
18	Warranty Service	On-Site		

Section V. Price Bid Form and Price Schedule (to be filled by the bidders for quoting their prices)	
46	

FIN I - Price Bid Form (TO BE SUBMITTED ONLINE ONLY IN THE PRICE BID FORMAT. NOT TO BE UPLOADED OR SENT IN HARDCOPY IN ANY CASE)

[to be submitted with Price Bid only]

Date: [insert: date of bid]

[Purchaser specify: 'ITB No.: [number]'] [insert: name of Contract]

To: [Purchaser insert: Name and address of Purchaser]

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. ______[insert: amount in figures](insert: amount in words) (hereinafter called 'the Total Bid Price') or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

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

Dated this [insert: number] day of [insert: month], [insert: year]. Signed:

In the capacity of [insert: title or position]

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

FIN II - Price Schedule Form

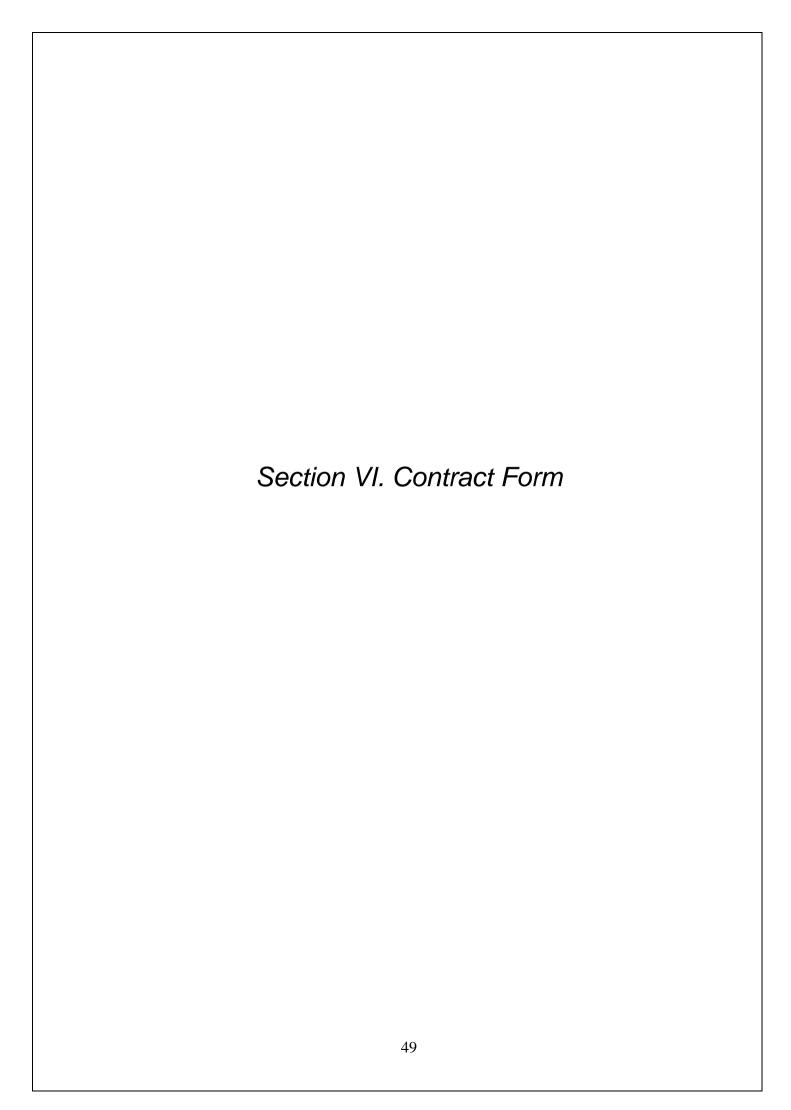
(to be submitted online only in given price bid form)

Cost of Item including related services as per Section – IV – Technical Specifications

1	2	3	4		5					6	
					Price per unit (Rs.)						
SI. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex- showroom /Off - the shelf	Packing and Forwarding charges	Inland Transportation and Insurance till delivery of items at consignee site	Incidental Services, if any at the Consignee's site	Unit Price (at Consignee Site) basis	GST (%age with HSN code)	Unit Price (at Consignee Site) including taxes basis	Total Price (at Consignee Site) basis
				(a)	(b)	(c)	(d)	e=(a+b+c+d)	(f)	g=e+f	4x(g)
								Total Price			

Total Bid Price in figures and words: ____

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



Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [insert: Name of Purchaser], a [insert: description of type of legal entity] and having its principal place of business at [insert: address of Purchaser] (hereinafter called 'the Purchaser'), and
- (2) [insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called 'the Supplier').

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services at a unit rate of [insert: contract price in words and figures] (hereinafter called 'the Contract Price') during the period of contract i.e. ______

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Technical Requirements i.e. Technical Specifications and related services
 - (d) The Supplier's bid and original Price Schedules
 - (e) The Schedule of Requirements
 - (f) The Purchaser's Notification of Award
 - (g) [Add here: any other documents]
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed:

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

For and on behalf of the Supplier

Signed:

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

CONTRACT AGREEMENT

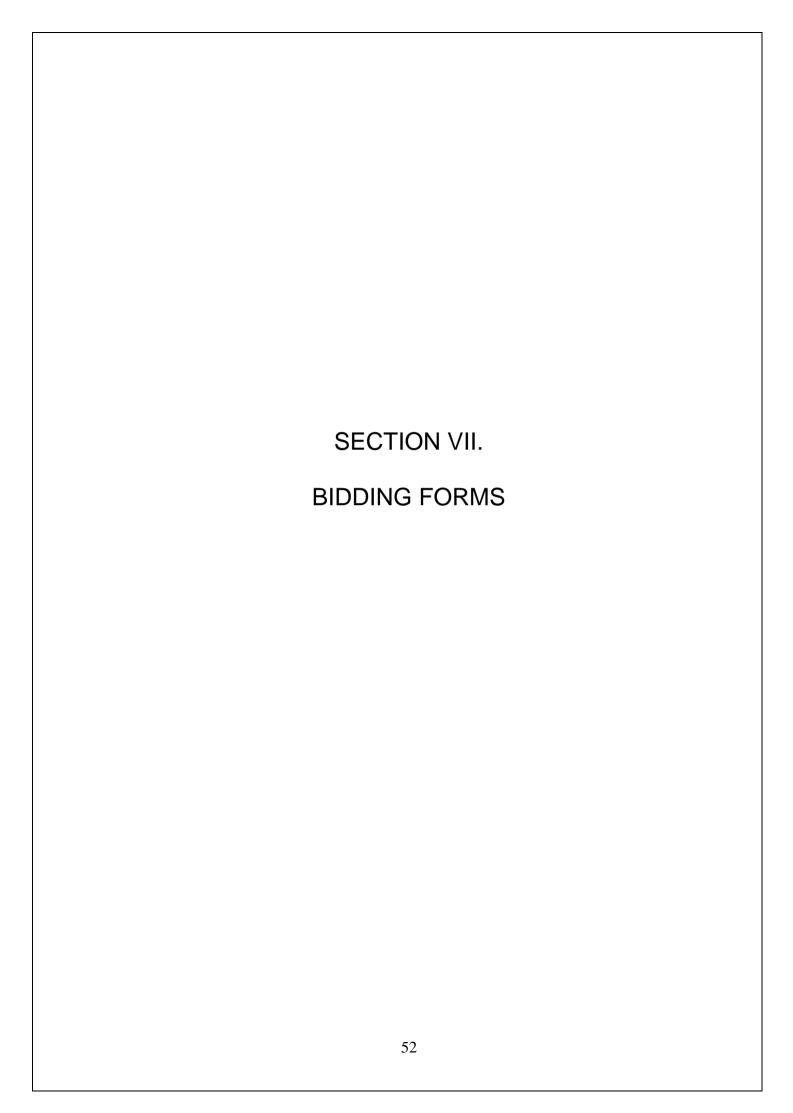
dated the [insert: number] day of [insert: month], [insert: year]

BETWEEN

[insert: name of Purchaser], 'the Purchaser'

and

[insert: name of Supplier], 'the Supplier'



1. Technical Bid Form

[to be submitted with Technical Bid only]

Date: [insert: date of bid]

[Purchaser specify: 'Bid Ref No.: [number]']

[insert: name of Contract]

To: [Purchaser insert: Name and address of Purchaser]

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

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

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]

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

2. Bidder Information Form

1. Expertise of Organization:

2. Quality Assurance Certification:

International Quality Management System (QMS) including Goods Manufacturing Practices	
List of CE and ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control system	

3. Expertise of Staff

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

4. Client Reference List:

Please provide reference such as client details, Commercial bank details, etc.

Name of Company:	Contact person:	Telephone:	E- mail:

5. Contact details of persons that SAMS 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 one month following receipt of bid

3. Bid Security Bank Guarantee Form

Date: [insert: date]
Bid Ref. No.: [insert: name and number of ITB]
Contract: [insert: name and number of Contract]

To: [insert: name and address of Purchaser]

WHEREAS [insert: name of Bidder] (hereinafter called 'the Bidder') has submitted its bid dated [insert: date of bid] for the performance of the above-named Contract (hereinafter called 'the Bid')

KNOW ALL PERSONS by these present that WE [insert: name of bank] of [insert: address of bank] (hereinafter called 'the Bank') are bound unto [insert: name of Purchaser] (hereinafter called 'the Purchaser') in the sum of: [insert: amount], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: number] day of [insert: month], [insert: year].

THE CONDITIONS of this obligation are the following:

- 1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
 - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two abovenamed CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: the date that is 45 days after the period of bid validity], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank				
Signed:				
Date:	_			
n the capacity of: [insert: title or other appropriate designation	n j			
Common Seal of the Bank				

4. Performance Security Bank Guarantee

(unconditional)

Date: [insert: date]

Bid Ref. No.: [insert: name or number of Bid]

[insert: name or number of

Contract: **Contract**]

To: [insert: name and address of Purchas

Dear Sir or Madam:

We refer to the Contract Agreement ('the Contract') signed on [insert: date] between you and [insert: name of Supplier] ('the Supplier') concerning the supply and delivery of [insert: a brief description of the Goods]. By this letter we, the undersigned, [insert: name of bank], a bank (or company) organized under the laws of [insert: country of bank] and having its registered/principal office at [insert: address of bank], (hereinafter, 'the Bank') do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [insert: amount in numbers and words]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank			
n the capacity of: [insert: title or	other appropriate designation] Common Sea	l of the Bank
Signed:		-	
Date:	-		
	•		

5. Proforma for Performance Statement (for a period of last three years) and Client's certificates

Date of opening
urs

Order placed by (full address of Purchaser/ Contact Details*)	Order No. and Date	Description and quantity of ordered goods (Model / Make)	Value of order	Date complet delive As per contract	ion of	Remarks indicating reasons for late delivery, if any	Was the supply of similar Goods satisfactory**
1	2	3	4	5	6	7	8

^{*} Contact details of Clients referred are mandatory

Signature and seal of the

Bidder
Countersigned by seal of Charted Accountant

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

- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with following supporting evidence.
 - i. Copy of Purchase Orders
 - ii. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

^{**}Satisfactory Clients Certificates from referred clients should also be submitted

1. Technical compliance sheet (to be filled by the bidder)

	Bid Ted	chnical Specifications	Bidder's Specification
S. No.	Particulars	Technical Specification	Compliance/Deviation/Remarks (if any)- (Kindly attach product literature /Brochure/product data sheet)
	Make/ N	Model of Tablet Computer quoted	
1	Display	10 Inches (± 0.5 inches acceptable), IPS Panel as applicable	
2	Processor	1.2 GHz Quad Core or higher	
3	Memory RAM	2 GB or higher (to be certified by OEM)	
4	Internal Storage	16 GB or better, as applicable	
5	Resolution	1280 x 800 or higher	
6	Integrated Web camera (Front Camera)	1.2 Mega Pixel HD or better (to be certified by OEM)	
7	Integrated Web camera (Rear Camera)	2 Mega Pixel HD or better (to be certified by OEM)	
8	Connectivity	a) Wifi - 802.11a/b/g/n b)* 3G and 4G c) GSM/EDGE d) Bluetooth 4.0 *All 4G services will automatically switch over to 3G services, if 4G is not available in the area.	
9	GPS	Yes	
10	Keyboard	Virtual or screen	
11	Operating System	Latest version of Android Operating System. Operating System manufacturer /OEM will certify the OS	
12	Power Supply	Suitable charger shall be supplied. Built in rechargeable battery pack/battery suitable for 8 hours and above operation with full HD video playback shall be available	
13	Protection Cover	To be provided	
14	Weight	Less than 800gms with battery	
15	IPv6 compliant	Yes (to be certified by OEM)	
16	Card Slot	External SD Card slot (capable of supporting 128GB)	
17	Warranty	Warranty to be provided for 3 years	
18	Warranty Service	On-Site	

2. Manufacturer's Authorization

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

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

To: [insert complete name of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this ITB.

No company or firm or individual other than M/s. ______ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific ITB.

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

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

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

Dated on ______ day of ______, ____ [insert date of signing]

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

7. Acknowledgement of Receipt and Acceptance of Goods

(This certificate is to be issued to SAMS and copy to Supplier and FIND. All the three copies 'should be signed in ORIGINAL'.)

CONSIGNEE RECEIPT CERTIFICATE (CRC)

Date:

To Strategic Alliance Management Servic B01-B03, Vardhman Diamond Plaza, Community Centre, D. B. Gupta Road, Pahar Ganj, New Delhi – 110055, INDIA.	ces Pvt. Ltd,
	s detailed below have been received duly inspected in the the Technical specifications and conditions of the ny.
Project Name	Procurement Services to Foundation for Innovative New Diagnostics (FIND)
Purchaser	Strategic Alliance Management Services Pvt. Ltd, on behalf of FIND
Contract i.e. NOA No. & Date	
Description of Goods Supplied Name of Equipment with accessories:	
Model:	
Serial No.:	
Details of content with each packaging	
Date of manufacturing	
Quantity supplied in Numbers	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
Consignee full Address Name Address Contact No. Fax No.	
	Seal Signature of Designated Consignee Name: Designation: Seal: Contact No: Fay No:

Copy To: (with Original Stamp and signature)

1. To Supplier

CRC No.

2. Procurement Officer, Foundation for Innovative New Diagnostics (FIND), Flat No. 6 & 8 – 14, 9th Floor, Vijaya Bank Building, 17, Barakhamba Road, New Delhi -110001, India