

**Foundation for Innovative New Diagnostics
(FIND)**

Advertised Tender Enquiry (ATI)

**BID DOCUMENT
FOR
Rate Contract (RC) for Supply of MPT64 Antigen Kit**

Validity Period of RC: Two (2) years from the date of NOA against Bid

Bid Ref. No.: SAMS/FIND/ MPT64 Antigen Kit/RC/3/2018



(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

Advertised Tender Enquiry (ATI)

BID DOCUMENT

FOR

Rate Contract for Supply of MPT64 Antigen Kit

Key Information

Name of the Project	Procurement of Equipment, Goods, Works Services and Reagents for GFATM Project [Foundation for Innovative New Diagnostics (FIND) Contract ref. no. PA/GFATM/001/2013-14 dated 1 st April, 2016]
Source of Funding	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), Geneva, Switzerland
Bid Ref. No.	SAMS/FIND/ MPT64 Antigen Kit/RC/3/2018
Duration of Sale of Bid Document	16 th June, 2018 to 10 th July, 2018
Time and Deadline for Receipt of Request for Clarifications	By 1700 hours on 24 th June, 2018 (All such request must be submitted through mail to procurement@samsconsult.com)
Time and Date for Pre-Bid Meeting	1530 hours on 25 th June, 2018
Time and Date for Receipt of Bids	1430 hours on 10 th July, 2018
Time and Date for Opening of Bids	1500 hours on 10 th July, 2018
Place of Pre-Bid Meeting, Bid Submission and Opening of Bids	Strategic Alliance Management Services Pvt. Limited (SAMS), B01-B03, Vardhman Diamond Plaza, Community Centre, Motia Khan, D.B. Gupta Road, Paharganj, New Delhi 110055, INDIA

NOTICE INVITING TENDERS
for
Supply of MPT64 Antigen Kit

Bid Ref. No. SAMS/FIND/ MPT64 Antigen Kit/RD/3/2018

Dated: 16/6/2018

1. Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by FIND for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories across India under GFATM Project.
2. SAMS hereby invites bids from eligible and qualified Bidders for the “**Rate Contract for supply of MPT64 Antigen Kit**”. Further details may be seen in Bid Document.
3. Bidding will be conducted through the ‘Advertised Tender Enquiry’ method and procedures as set out in the ‘General Financial Rule – 2017’ and Manual of Policies and Procedure for Purchase of Goods issued by Department of Expenditure, Ministry of Finance, Govt. of India.
4. Interested Bidders may obtain further information from the office of SAMS and inspect the Bid Documents from 1000 to 1600 hrs. (IST) on all working days.
5. Bidders can download the Bid Documents from the website of SAMS <http://www.samsconsult.com/FIND.aspx>. The bidders are required to submit non-refundable Bid Documents fee of Rs.1000/- along with their bid. The payment of Bid Documents fee can be made by Demand Draft/ Cashier’s Cheque/ Certified Cheque in favour of Strategic Alliance Management Services Pvt. Ltd. payable at Delhi (India).
6. The bidders, who have downloaded the Bid Documents, shall be solely responsible for checking above website for any addendum/amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their bids.
7. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at **1530 hours on 25/06/2018** 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.
8. Bidders should send their written requests for clarification, if any up to **1700 hours on 24/06/2018**.
9. Bids must be delivered up to **1430 hours on 10/07/2018** at the address mentioned above. Both technical and financial bids will be opened on the same day at 1500 hrs. in the presence of the bidders’ representatives, who choose to attend the bid opening meeting.
10. **All bids must be accompanied by Bid Document fee as per Para 5 above and Bid Security as specified in ITB Para 16 of the Bid Documents. Late bids will be rejected.**

Sanjay Rastogi, Director,
Strategic Alliance Management Services Pvt. Ltd. (SAMS)

SECTION-I
INSTRUCTIONS TO BIDDERS (ITB)

SECTION-I INSTRUCTIONS TO BIDDERS

A. INTRODUCTION	
1. Scope of Bid	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 “ Rate Contract for Supply of MPT64 Antigen Kit ”.
2. Availability of Funds	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), Geneva, Switzerland
3. Code of Integrity and Debarment of Bidder	<p>3.1 Bidders/Suppliers/Contractors should observe the highest standards of code of integrity during the procurement and execution Contracts. The Purchaser defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (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; <p>3.2 The Purchaser may debar a bidder or any of its successors from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity as per sub-para 3.1 above.</p> <p>3.3 Further, a bidder or any of its successors shall not be eligible to participate in the procurement process conducted by the Purchaser for the period of such debarment made by any Central / State Govt. Department, if it has been convicted of an offence:</p> <ul style="list-style-type: none"> a) under the Prevention of Corruption Act, 1988; or b) the Indian Panel Code or any other law for the time being in force, for a causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
4. Bidders’ Eligibility	<p>4.1 The Bidder may be Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956. Bidder may form consortium with other organizations to enhance their qualification.</p> <p>4.2 The bidder and any of its successors and its consortium partner (if any) should not be debarred / blacklisted by any Central Govt. or State Govt. Department or UNOPS, UNDP or SAMS or GFATM as on the date of opening of bid.</p>

<p>5. Documents Establishing conformity of Goods and Services to Bidding Documents</p>	<p>5.1 The Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV. The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of brochure / technical literature, drawings, data or internal test reports.</p> <p>5.2 The bidder should submit an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods offered, or a statement of deviations and exceptions to the Purchaser's requirements;</p>
<p>6. Qualifications of the Bidder</p>	<p>6.1 Bidder should provide the evidence that it has capability necessary to perform the contract, as under:</p> <ul style="list-style-type: none"> (a) For bidders as Manufacturers: The Bidder should have manufactured and supplied the similar Goods to the extent of at least 80% of the quantity to be procured under this Bid, 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 to the extent of at least 40% of the quantity to be procured under this Bid, during last three years preceding the date of opening of bids. (c) Bidder should be in continuous business of manufacturing / supplying the similar Goods as specified in the bid during last three years prior to bid opening. (d) 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. (e) Bidders shall invariably furnish at least 2 or more documentary evidence (Client's certificate) in support of the satisfactory execution including timely supply by the Bidder during last three years. Purchaser may seek feedback from Clients on satisfactory supply of the goods supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be consider for further evaluation. In addition, the Purchaser may take technical feedback from Govt. facilities for the use of particular goods offered by the bidder. (f) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments. (g) 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). <p>6.2 Additional Requirements: The bidder should submit the following documents:</p> <ul style="list-style-type: none"> (a) Certification of incorporation of the Bidder, legal status, place of registration and principal place of business of the company or firm or partnership, etc. (b) GST and Income Tax registration certificates.

	6.3 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. Cost of Bidding	7.1 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 DOCUMENTS	
8. Content of Bidding Documents	<p>8.1 The Bidding Documents comprises of the following Sections:</p> <p>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</p> <p>8.2 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 8.1 above, said Bidding Documents will take precedence.</p>
9. Clarification of Bidding Documents	<p>9.1 A prospective bidder requiring any clarification regarding Scope of supply of goods, conditions of contract, etc. given in the Bid Documents may submit written request for clarifications to SAMS by post/email up to 1700 hours on 24th June, 2018.</p> <p>9.2 All the prospective bidders will be notified of response to clarifications only through website www.samsconsult.com. Any bidder who has purchased/downloaded the Bid Documents should watch for clarifications, if any, issued on the above website. The Purchaser will not issue separate communication to them.</p> <p>9.3 The Purchaser shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.</p>
10. Amendment of Bidding Documents	<p>10.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.</p> <p>10.2 Any addendum/amendment thus issued shall be part of the Bidding Documents and shall be uploaded on SAMS website. 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.</p> <p>10.3 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 SAMS website.</p>
C. PREPARATION OF BIDS	

<p>11. Documents Constituting the Bid</p>	<p>11.1 The Bid shall comprise single envelope containing the Technical and Price Bid together.</p> <p>11.2 At first, the documents listed in ITB Para 11.4 (1) to (11) below shall be evaluated by the Purchaser. The Bids which do not conform to the specified requirements will be rejected as technically non-responsive / disqualified Bids.</p> <p>11.3 Thereafter, the Price Bids submitted by all technically qualified Bidders as per ITB Para 11.4 (12) shall be evaluated and compared by the Purchaser. Contract shall be awarded to the Bidder who has been determined to be the lowest evaluated substantially responsive Bidder.</p> <p>11.4 The Bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> 1) Duly filled-in Bid Form, in accordance with the forms indicated in Section VII; 2) Duly filled Bidder's Information Form, in accordance with the forms indicated in Section VII 3) Para-by-Para commentary on technical specification requirements as per forms given in Section VII 4) Bid Security / EMD in accordance with the provisions of ITB Sub-Clause 16.3 (Bid Security); 5) Power of attorney / authorization letter / resolution of board etc., authorizing an officer of the bidder and verifying his signature, duly signed by the Authorized signatory of the company/firm to sign the bid on its behalf. 6) Copy of Certificate of incorporation / registration certificate of bidder and consortium partner (if any) issued by an appropriate authority 7) Manufacturer's Authorization Certificate (in case of non-manufacturer bidders) as per format given in Section VII 8) Performance Statement Form as per "format given in Section VII" and Client's certificates along with copies of Purchase / Work Orders / contracts in support of qualification requirement given in ITB Para 6 above 9) Copy of VAT/Sales tax and Income Tax registration certificate (for bidder and consortium partner, if any). 10) Technical literature, product data sheet, brochure and other documents establishing that the equipment tendered meet all the technical parameters as laid down under Technical Specifications Section-IV. 11) Notarized Affidavit that the bidder and consortium partner (if any) is not be debarred / blacklisted by any Central Govt. or State Govt. Department or UNOPS, UNDP or SAMS or GFATM as on the date of opening of bid 12) Duly filled-in Price Schedule, in accordance with the forms indicated in Section V.
<p>12. Bid Form</p>	<p>10.1 The Bidder shall complete the Bid Form furnished in the Bidding Documents, indicating the Goods to be supplied and related works and services to be performed.</p>
<p>12 Bid Prices</p>	<p>12.1 The Bidder shall indicate on the Price Schedule, the break-up of total bid price as per in the format of Price Schedule given in</p>

	<p>Section V.</p> <p>12.2 The bidder shall quote the prices on 'Door Delivery Basis' as per Schedule of Requirement- Consignee Distribution List' basis to all consignees.</p> <p>12.3 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 bid.</p> <p>12.4 –Deleted–</p> <p>12.5 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract, except GST on finished goods. A bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.</p>
13 Currencies of Bid	13.1 Prices shall be quoted in Indian Rupees only.
14 Period of Validity of Bids	<p>14.1 Bids shall remain valid for the period of 120 days after the date of bid submission specified in ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>14.2 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.</p>
15 Bid Security	<p>15.1 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.</p> <p>15.2 If the amount of bid security furnished is less than the requirement of bid by the bidders, bid will be treated as non-responsive.</p> <p>15.3 The bid security shall remain valid for a period of 45 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 15.2.</p> <p>15.4 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:</p> <ol style="list-style-type: none"> (a) a crossed demand draft or a pay order drawn in favor of the Purchaser; (b) TDR/FDR pledged in name of the Purchaser; (c) 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. <p>15.5 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.</p> <p>15.6 The bidders who are registered with 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 NSIC registration and documents showing exemption from submission of bid security, in lieu of bid security.</p> <p>15.7 The bid securities of unsuccessful Bidders will be returned as promptly as possible.</p> <p>15.8 The bid security of the successful Bidder will be returned when</p>

	<p>the Bidder has signed the Agreement and furnished the required performance security.</p> <p>15.9 The bid security may be forfeited</p> <p>a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 15.2 and 22.2; or</p> <p>b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 27.4; or</p> <p>c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:</p> <p>i. sign the contract, or</p> <p>ii. furnish the required performance security, or</p> <p>iii. In case of any false, incorrect or misleading information provided in the bid</p>
16 Alternative Proposals by Bidders	16.1 Alternative bids shall not be accepted. The bidder should not submit more than one bid.
17 Format and Signing of Bid	<p>17.1 The bids consisting of the documents listed in ITB Sub-Clauses 11.4 and 11.5, 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.</p> <p>17.2 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initiated by the person or persons signing the bid.</p>
D. Submission of Bids	
18 Sealing and Marking of Bids	<p>18.1 Under the Single Bid System, the bid should be prepared by the bidder, containing all the documents listed in ITB Para 11.4.</p> <p>18.2 The bid prepared as above, should be sealed and super-scribed with Title / Bid Ref. No. and addressed to the Purchaser.</p>
19 Deadline for Submission of Bids	<p>19.1 Bids must be received by the Purchaser no later than 1430 hours on 10th July, 2018.</p> <p>19.2 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'.</p> <p>19.3 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 10.3, 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.</p>
20 Late submission of Bid Security	20.1 Deleted
21 Modification and Withdrawal of Bids	<p>21.1 The bids can't be withdrawn or altered after due date and time for submission of bids.</p> <p>21.2 If a bidder withdraws the bid any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its bid</p>
E. OPENING AND EVALUATION OF BIDS	
22 Bid Opening	22.1 The Envelope containing Bid shall be opened by Purchaser's Bid

	<p>Opening Committee at 1500 hours on 10th July, 2018 by the Bid opening committee constituted by the Purchaser. The salient features of the bids like Earnest Money Deposit and any other special features of the bids, bid prices as quoted by the bidders shall be announced.</p> <p>22.2 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening. The bid opening official(s) will prepare a list of the bidder's representatives attending the bid opening. The list will contain the Bidders' names, name of bidder's representatives, e-mail Id, contact no. Bidder's representative shall be required to sign the attendance sheet, evidencing their presence during bid opening.</p> <p>22.3 The Bidder's attendance at the opening of the Bids is optional and is at the Bidder's choice.</p>
<p>23 Clarification of Bids</p>	<p>23.1 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 27.3.</p>
<p>24 Confidentiality</p>	<p>24.1 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 Bidders.</p> <p>24.2 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.</p> <p>24.3 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.</p>
<p>25 Examination of Bids and Determination of Responsiveness</p>	<p>25.1 The Purchaser's determination of the responsiveness of a bid is to be based on the contents of the bid itself.</p> <p>25.2 The Purchaser will examine the 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.</p> <p>25.3 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.</p> <p>25.4 Prior to the detailed evaluation, pursuant to ITB Clause 28, 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</p>

	<p>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.</p> <p>25.5 The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:</p> <ul style="list-style-type: none"> - Bid Validity - Bid Security - Validity of Bid Security - Performance Security - Delivery Terms - 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); <p>25.6 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.</p>
<p>26 Correction of Non-conformities, Errors, and Omissions</p>	<p>26.1 Provided that a bid is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.</p> <p>26.2 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 bid 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.</p> <p>26.3 The Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:</p> <ul style="list-style-type: none"> 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. <p>26.4 If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.</p>
<p>27 Evaluation and Comparison of</p>	<p><u>Preliminary Evaluation of Bids</u></p>

<p>Bids</p>	<p>27.1 The Purchaser shall examine the bids 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.</p> <p>27.2 The Purchaser shall confirm that the required documents and information have been provided in the bid.</p> <p>27.3 Likewise, the Purchaser shall examine the Price Proposals to confirm that required break-up of bid price as per Format of Price Schedule given in the Bid Document have been provided.</p> <p>27.4 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>27.5 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.</p> <p>27.6 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.</p> <p>27.7 The Purchaser shall evaluate Price Proposals of each Bid for which has been determined to be substantially responsive, pursuant to ITB Clause 28.</p> <p>27.8 The Purchaser's evaluation of a bid will take into account the total cost of the item(s) and related services at the consignee's destination inclusive of all duties, taxes and other charges.</p> <p>27.9 The contract shall be awarded only to the bidder who are substantially responsive, offer lowest rates</p> <p>27.10 Bidders must quote for the entire quantity of the schedule. Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.</p> <p>27.11 Deviations in the delivery schedule and Payment schedule are not permitted.</p> <p>27.12 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.</p>
<p>F. AWARD OF CONTRACT</p>	
<p>28 Post qualification</p>	<p>28.1 The Purchaser shall determine to its satisfaction during the evaluation of bids whether Bidders are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 6.</p> <p>28.2 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.</p> <p>28.3 An affirmative determination shall be a prerequisite for considering evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid.</p>

	<p>28.4 Technical Demonstration/ Sample Evaluation of Goods</p> <p>(a) Prior to contract award, the lowest evaluated substantially responsive Bidder may be requested to organize demonstration/ sample evaluation of the goods, for inspection of quality and its efficient operation and demonstration of performance parameters before Purchaser or its authorized team. In case, the goods 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 goods.</p> <p>(b) the bidder shall arrange for demonstration of offered goods 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 goods 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 goods ready at its disposal.</p>
<p>29 Award Criteria</p>	<p>29.1 Pursuant to ITB Clauses 31 and 32, the Purchaser will notify and award Rate Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid.</p> <p>29.2 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.</p>
<p>30 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</p>	<p>30.1 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.</p>
<p>31 Purchaser's right to vary quantities during currency of contract</p>	<p>31.1 The purchaser reserves the right to increase or decrease the quantity of goods by 25% during currency of contract period.</p>
<p>32 Notification of Award</p>	<p>32.1 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 Rate Contract.</p> <p>32.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 16.</p>
<p>33 Publication of Bid result</p>	<p>33.1 The name and address of Successful bidder(s) will be declared and published appropriately.</p>

<p>34 Signing of Contract</p>	<p>34.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Rate Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>34.2 Within twenty-one (21) days of receipt of the rate Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.</p>
<p>35 Purchase/ Supply Order</p>	<p>35.1 Placement of Purchase Order (PO): Supplies are to be delivered against separate PO issued to the supplier during validity of the RC on quarterly basis or as and when required by the consignees, in accordance of quantity of the goods and term and conditions defined in RC.</p>
<p>36 Performance Security</p>	<p>36.1 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.</p> <p>36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35.2 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.</p>
<p>37 Purchase preference</p>	<p>37.1 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 1st April, 2012.</p> <p>37.2 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.</p> <p>37.3 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.</p>

SECTION II.
GENERAL CONDITIONS OF CONTRACT (GCC)

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.
 - (l) "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, and GST 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 of Origin** 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- one (21) 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 (approx.)**
- 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 for minimum two (02) years from the date issue of NOA.**
- 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 and expiration validity of PBG as specified above.

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 / consumables 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 Three (03) sets of documents comprising of the following:
- i. One original and two copies of commercial invoice, indicating the SAMS as the Purchaser on behalf of FIND, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
 - ii. Three copies of Acknowledgement of receipt of Goods/ Consignee Receipt Certificate (CRC) by the Consignees.
 - iii. Three copies of Certificate of Manufacturer's Inspection Certificate/ Certificate of Analysis.
 - iv. Any other/additional procurement-specific document(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

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 or Door Delivery 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 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/Self Life 15.1 All Goods, wherever applicable, must bear the dates of manufacture and expiry.

15.2 -Deleted-

15.3 The supplier warrants that all the Goods, wherever applicable, should have remaining a minimum of five-sixth (5/6) of the specified shelf-life upon delivery for goods with a shelf-life of more than two years and three-fourths (3/4) for goods with a shelf-life of two years or less.

15.4 The warranty shall remain valid **for full period of shelf life of the goods**, wherever applicable, after the Goods have been delivered at the final destination indicated in the Contract.

15.5 The Purchaser shall have the right to make claims under the above warranty period. Upon receipt of written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective/ sub-standard Goods without cost to the Purchaser. The supplier will be entitled to remove, at its own risk and cost, the defective Goods once the replacement Goods have been delivered.

15.6 **Recalls:** In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reasons for the recall and promptly replace, at its own cost, the Goods covered by the recall with Goods that fully meet the requirements of the technical specifications and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the cost of Supplier's expense, carryout the recall.

- 16. Validity of RC, Placement of Purchase Orders and Payment**
- 16.1 **Validity of the Rate Contract:** Minimum two (2) years from the date of NOA issued to the supplier.
- 16.2 **Placement of Purchase Order (PO):** Supplies are to be delivered against separate PO issued to the supplier during validity of the RC on quarterly basis or as and when required by the consignees, in accordance of quantity of the goods and term and conditions defined in RC.
- 16.3 The method and conditions of payments to be made to the supplier shall be as follows:-

Payment against Goods delivered to the Consignee shall be paid **within 45 days** of submission of documents specified in GCC Clause 11 along with the copy of Consignee Receipt Certificate signed and stamped with the Consignee's official stamp/seal.

- 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 payable shall be paid as applicable at the time of supply.
- 17.2 **Fall clause:** If the supplier reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to this Rate Contract, at a price lower than the Rate Contract Price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract and the Rate Contract shall be amended accordingly.

- 18.18. Change Orders**
- 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 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 Supplier's Performance** **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 impeding 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 **0.07 percent per day** 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:

24 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

25 if the Goods do not meet the Technical Specifications stated in the Contract; or/and

26 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.

27 if the Supplier fails to perform any other obligation(s) under the Contract.

27.1 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.

28 Notwithstanding above, the purchaser as well as the supplier may withdraw the Rate Contract by serving suitable Notice to each other. The prescribed notice period should be minimum Twenty-One (21) days.

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:

- (a) to have any portion completed and delivered at the contract terms and prices; and/or
- (b) 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 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 of Liability

28.1 Except in cases of criminal negligence or wilful 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

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

SECTION III. SCHEDULE OF REQUIREMENTS

A. Schedule of Requirement:

Brief Description of Goods	Unit	Approx. Quantity under RC (Kits)	Bid Security (INR)
MPT64 Device (25T) Antigen Kits	Nos.	4500	1,30,000/-

B. Delivery Schedule:

Delivery to all Consignees within Thirty (30) days from the date of issuance of the Purchase Order against RC, either on quarterly basis or as and when required by the consignees.

C. Terms of Delivery

Door Delivery Basis (including unloading of consignment till the final place of destination i.e. lab room, store etc.) as per Consignee Distribution List given in Quarterly POs.

D. Consignees Details: Total Thirty Two (32) consignees under RC (which may increase during period of RC) across country, Contact details are given below.

E. Consignee Addresses (name of consignee's representative, phone/ mobile/ e-mail)

Sl. No.	Name of consignee	Consignee Contact Details
1	STDC IRL Agra	State TB Training & Demonstration Centre Medical College Campus, Moti Katra Road, Agra 282 002. Dr. Avijit K. Awasthi Mob. No # 9415473955 Dr M. Mittal Mob. No # 9411410829 irlupagr@rntcp.org
2	STDC IRL Ahmedabad	State TB Demonstration & Training Centre Civil Hospital Campus, Asarva Ahmedabad 380 016, GUJARAT. Dr Pranav Patel Mob. No.# 9727722883 irlguamc@rntcp.org
3	AIIMS, New Delhi	All India Institute of Medical Sciences Department of Medicine, Ansari Nagar New Delhi 110 029. Dr Binit Kumar Mob. No. # 8800262404 irdlaimsmc@rntcp.org
4	STDC IRL Ajmer	Kamala Nehru State TB Demonstration & Training Centre Near Soochana Kendra In Front of Church, Jaipur Road Ajmer 305001, Rajasthan. Dr Tarun Patni Mob.No.# 9461904433 irlrajim@rntcp.org
5	STDC IRL, Bangalore	State TB Training & Demonstration Centre Intermediate Reference SDS TB & RGICD Campus Someshwaranagar, Behind NIMHANS, Bangalore-560 029 Mr Abdul Azeem Mob.No.# 7760064001 Mr Kanaka Prasad Mob.No.# 9480583328 stdcka@rntcp.org
6	C&DST Lab, Bhagalpur	C&DST Laboratory, RNTCP Jawaharlal Nehru Medical College & Hospital Mayaganj, Bhagalpur 812 002, BIHAR Mr Pratik Kumar Mob.No. # 9709095406 Mr Devdatt Mani Prasad Mob.No. # 9102304725 cdstbibgl@gmail.com
7	BMHRC, Bhopal	Bhopal Memorial Hospital and Research Centre, Department of Microbiology Raisen Bypass Road, Karond, Bhopal 462 038 Madhya Pradesh. Ms Nikita Panwalkar Mob.No.# 7773002408 Dr Prabha Desikan Mob.No.# 9425017316; nrlbplbmhrc@rntcp.org
8	PGI, Chandigarh	PGIMER, LPA Laboratory (Mycobacteriology 221) Department Of Medical Microbiology, Second Floor Research Block A, CHANDIGARH 160 012 Dr Rakesh Yadav, Mob.No. # 8968069223 irlchcd@rntcp.org

Sl. No.	Name of consignee	Consignee Contact Details
9	STDC IRL, Chennai	State TB Training & Demonstration Centre ITM Campus, Super tank Road Chetpet, Chennai 600 031, Tamil Nadu. Mrs Sinduja. S Ph. No.# 044-28364734 Ms Saranya Mob.No.# 9444673736 irltncni@rntcp.org
10	IRL, Cuttack	Anti TB Training and Demonstration Centre Medical College Campus Cuttack 753007, Orissa. Dr. Paresh Nath Mohanty Mob.No.# 9238579352 stdcor@rntcp.org
11	IRL, Guwahati	Intermediate Reference Laboratory Guwahati Medical College, 1st Floor, Srimanta Sankardeva University of Health Sciences (Campus), N.K. Hill – Top GUWAHATI 781 032. Dr Bandana Choudhury Mob.No.# 9864051081 irlasgwh@rntcp.org
12	STDC IRL, Hyderabad	State TB Demonstration and Training Centre Beside AP Chest Hospital Erramnuma, Hyderabad 500 038, Andhra Pradesh Mr K. Srikant Mob. No. # 9885033299; 9742497779 stdcts@rntcp.org
13	STDC IRL, Indore	State TB Demonstration and Training Centre MRTB Hospital/Chest Centre, KEH Compound Indore 452001, Madhya Pradesh Dr Jyoti Khurana Mob.No.# 9826902846 Mr Nitin Doshi Mob.No.# 9406604215 irlmpind@rntcp.org
14	SMS Mc Jaipur	SMS Medical College Department of Microbiology & Immunology Advanced Research & TB Laboratory JLN Marg, Jaipur 302 004, RAJASTHAN. Dr Bharti Malhotra Mob.No.# 9414042040 Ms Shipra Bhargava Mob.No.# 8386977995 irlrjjprsms@rntcp.org
15	JALMA, Agra	National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Taj Ganj Agra 282 001, Uttar Pradesh Dr Avi Kumar Bansal Mob. No # 9012175175 Ms. Bharti Chaudhary Mob. No # 8923425683 nrlagrjalma@rntcp.org
16	IRL, Jamnagar	C & DST LAB M.P Shah Medical College Department of Microbiology, Near Mental Hospital VikasGruh Road, Jamnagar 361008, Gujarat Ms. Rini J. Chotai Mob.No.# 9879110126; irlgujmd@rntcp.org

Sl. No.	Name of consignee	Consignee Contact Details
17	C&DST Lab, Jodhpur	Kamla Nehru Chest Hospital Of Dr S N Medical College LPA Lab, Infectious Disease Institute Pal Link Road, Jodhpur 342 001, Rajasthan Dr P.K. Khatri, HOD 0291-2434374, ext. 239 Dr Neetu Bohra Mob.No.# 9001837262 irlrjjdp@rntcp.org
18	STDC IRL, Kolkata	State TB Training & Demonstration Centre 2nd floor B.C Roy Polio Clinic for Crippled Children Badan ray Lane Belegkata, Kolkata 700010, West Bengal Dr. Somtirtha Ganguly Mob.No.# 7044647413 Dr. Mondal Mob.No.# 8820378460 STDCWB@rntcp.org
19	IRL, Lucknow	CSM Medical University (KGMC) Department of Microbiology, Shahmeena Road Lucknow 226 003 Dr.Amita Jain Mob No.09415023928 Dr Urmila Singh Mob. No. # 9936057067 irluplno@rntcp.org
20	J J Hospital, Mumbai	Grant Medical College TB Section 2nd Floor, Skin and VD Building JJ Hospital Campus, Byculla Mumbai 400008 Dr Ameeta Joshi Mob.No.# 9323824397 Dr Nilma Hirani Mob.No.# 9820556255 irlmhjjh@rntcp.org
21	STDC IRL, Nagpur	State TB Demonstration and Training Centre Govt. Medical College, Ajni Road Nagpur 440 003, Maharashtra Dr Sarojini Dongre Mob.No.# 9404084333 Mr Tanvir Khan Mob.No.# 9422120290 stdcmh@rntcp.org
22	New Delhi TB Centre	New Delhi TB Centre Near Delhi Gate, Jawaharlal Nehru Marg New Delhi 110 002 Dr Kaushal Dwivedi Mob. No # 9899371930 irdlndc@rntcp.org
23	NIRT, Chennai	National Institute for Research in TB (Formerly the Tuberculosis Research Centre) No. 1 Sathamoorthy Road Chetput, CHENNAI 600 031, Tamil Nadu Dr.N.S.Gomathi Mob. No. # 9444052287 Ms. Silambuchelvi Mob. No. # 9790413593 nrlcninirt@rntcp.org

Sl. No.	Name of consignee	Consignee Contact Details
24	NITRD, New Delhi	National Institute of TB & Respiratory Diseases Sri Aurobindo Marg, Near Qutab Minar New Delhi 110 030 Dr V.P. Myneedu Mob. No. # 9871102482 Dr Ritu Singhal Mob. No. # 9871731307 nrldnitrd@rntcp.org
25	STDC IRL, Patiala	State TB Training & Demonstration Centre TB Hospital, Near Sherawala Gate Patiala 147 001, Punjab. Dr Jagesh Chandna Mob. No # 9463589236 Mr. Sandeep Raina Mob. No # 9876651687 irlpnptl@rntcp.org
26	STDC IRL, Patna	Intermediate Reference Laboratory TB Demonstration & Training Centre (TBDC) Agamkuan, PATNA 800 007 Bihar Mr Prashant Goswami Mob. No.# 07631932035 irlbiptn@rntcp.org
27	STDC IRL, Puducherry	State TB Training & Demonstration Centre TB Hospital Government Hospital for Chest Diseases Intermediate reference Laboratory Gorimedu-605 006, Puducherry Dr M. Muthuraj Mob. No. # 9944737597 stdcpd@rntcp.org
28	STDC IRL, Pune	State TB Demonstration & Training Centre Aundh Chest and General Hospital Aundh Camp, PUNE 411 027 MAHARASHTRA Dr Sudhakar More Chief Medical Officer Mob.No.# 9422213075 Ph. No.# 020-27281908 Dr Shilpa Mob.No.# 8888213368 stdcmh2@rntcp.org
29	C&DST Lab, Siliguri	North Bengal Medical College Culture & DST Laboratory (Deptt. Of Microbiology) Sushrutanagar, Siliguri 734 012 West Bengal. Mr Triyambakesh Mohanty Mob.No.# 9734853779 irlwbdlmc@rntcp.org
30	STDC IRL, Thiruvananthapuram	State TB Demonstration & Training Centre State TB Cell Campus, Red Cross Road Near General Hospital Thiruvananthapuram 695 035, Kerala Dr Sunil Kumar M Mob. No. # Mr Ravi Mob. No. # 9847407357 stdcke@rntcp.org

Sl. No.	Name of consignee	Consignee Contact Details
31	IMS BHU, Varanasi	Department Of Microbiology Institute of Medical Sciences Banaras Hindu University, Varanasi 221 005, Uttar Pradesh Prof. Shampa Anupurba Mob. No # 9415396353 Dr Rajneesh Tripathi Mob. No # 8795400006 irlupvrn@rntcp.org
32	C&DST Lab, Visakhapatnam	Govt. Hospital for Chest & Communicable Diseases (GHCCD) RNTCP State C&DST Lab 1st Floor, Mental Hospital Pedawaltair, Visakhapatnam 530 017 Andhra Pradesh Mr N Ravishankar Mob. No. # 9866530639 Mr Suresh Kumar Mob. No. # 7799919196 irlapvsm@rntcp.org

SECTION IV. TECHNICAL SPECIFICATIONS

SECTION IV: TECHNICAL SPECIFICATIONS

Sl. No.	Brief Description of Goods	Unit	Quantity (in Units)	Technical Specifications
1	MPT64 Antigen Kits	Nos.	4500	Lateral flow Immuno-chromatographic assay for detection of MPT64/MPB64 Antigen for rapid diagnosis of MTB Complex in packaging of 25 tests along with assay diluent per box. Certification Requirement (to be submitted along with bid): COA (Certificate of Analysis)

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

Price Schedule Form

(to be submitted with Price Bid only)

1	2	3	4	5					6	
Sl. No.	Brief Description of Goods	Country of Origin	Qty. (Nos.)	Price per unit (INR.)					Total Price (at Consignee Site) basis	
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	Basic Custom Duty (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation and Insurance of Goods till delivery, loading/ unloading at consignee site	GST (%age & value)		Unit Price (at Consignee Site) basis
				(a)	(b)	(c)	(d)	(e)= X% *(a+b+c+d)	f=(a+b+c+d+e)	4x(f)
1.										
									Total Price (A)	_____

Total Price in figures and words: _____

Name _____

Place: _____ **Signature of Bidder** _____

Date: _____ **Seal of the Bidder** _____

Section VI. Contract Form

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'

SECTION VII.
BIDDING FORMS

1. Bid Form

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 15 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:

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

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 laboratory	

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

[Please refer ITB Para 5 of the Bid Document]

Sl. No.	Brief Description of Goods	Technical Specifications Required	Technical Specifications offered (Compliance/ Deviation, if any)
1	MPT64 Antigen Kits	Lateral flow Immuno-chromatographic assay for detection of MPT64/MPB64 Antigen for rapid diagnosis of MTB Complex in packaging of 25 tests along with assay diluent per box. <u>Certification Requirement (to be submitted along with bid):</u> COA (Certificate of Analysis)	

4. 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 above-named 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: _____

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

Common Seal of the Bank

5. 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
in the capacity of: [*insert: title or other appropriate designation*] Common Seal of the Bank
Signed: _____
Date: _____

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

Bid Ref. No. _____ Date of opening _____

Time _____ Hours

Name of the Firm _____

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

Signature and seal of the
Bidder _____

Countersigned by seal of Chartered 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. Copy of Invoices
 - iii. Proof of Payment received from Purchasers
 - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

7. 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.

8. Acknowledgement of Receipt of Goods (for 100% Payment)

(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)

CRC No.

Date

To

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

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the Technical specifications and conditions of the Contract/ NOA and amendment if any.

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/ Laboratory Materials: as per Contract: Model: Serial No.:	
Packing and labeling details	
Date of manufacturing	
Date of Expiry	
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:

Fax No. :

Copy To: (with Original Stamp and signature)

1. To Supplier
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