

MINISTRY OF HEALTH & FAMILY WELFARE
National AIDS Control Organization



Government of India

National AIDS Control Programme (NACP-IV)

NATIONAL COMPETITIVE BIDDING

e-TENDER DOCUMENT

For

Procurement of Computers with Multi-function printer and 1KVA UPS

IFB NO.:- RITES/MSM/NACP/02/WB/2019



(Procurement Agent)

Materials System Management Division

RITES Ltd., RITES Bhawan-II, 4th Floor,

Plot No.144, Sector 44

Gurgaon - 122003, Haryana, India

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National AIDS Control Organization
Through
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NATIONAL COMPETITIVE BIDDING
FOR
Procurement of Computers with Multi-function printer and 1KVA
UPS

NAME OF THE PROJECT : National AIDS Control Programme

BID REFERENCE: - RITES/MSM/NACP/02/WB/2019

Published Date	19.02.2020
Bid Document Download / Sale Start Date	19.02.2020
Bid Document Download / Sale End Date	24.03.2020
Pre- Bid Meeting Date & Time	03.03.2020 at 1430Hrs (IST)
Pre-bid Query Receipt Start Time & Date	20.02.2020 from 1000 Hrs (IST)
Bid submission Start Date & Time	20.02.2020 from 1000 Hrs (IST)
Bid submission End Date & Time	24.03.2020 up to 1415 Hrs. (IST)
Technical Bid Opening Date & Time	24.03.2020 at 1430 Hrs. (IST)
PLACE OF OPENING OF BIDS:	RITES Ltd., MSM Division, RITES Bhawan-II, 4 th Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422
ADDRESS FOR COMMUNICATION:	RITES Ltd., MSM Division, RITES Bhawan-II, 4 th Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422 Email: rites_naco@rediffmail.com

Invitation for Bids (IFB) (National Competitive Bidding)

Country : **India**
Name of Project : **National AIDS Control Programme**
Loan No. : **IDA 52360 (IDA)**
Name of Goods : **Computers with Multi-function printer and 1KVA UPS**
IFB No. : **RITES/MSM/NACP/02/WB/2019**

1. *This invitation for bids follows the general procurement notice for this programme that appeared in United Nations Development Business (UNDB) Website on 7th May 2012.*
2. Government of India has received a Credit No. **IDA 52360** from the International Development Association (IDA) towards the cost of World Bank assisted **National AIDS Control Programme** and it is intended that part of the proceeds of this fund will be applied to eligible payments under this proposed project for supply of **Computers with Multi-function printer and 1KVA UPS**. **The details are as under:-**

Schedule No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees
I	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	581	12,00,000.00
II	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	475	10,00,000.00
III	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	479	10,00,000.00
Total:			1535	32,00,000.00

3. **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th & 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon** who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) now invites online bids from eligible bidder for the **Supply of Computers with Multi-function printer and 1KVA UPS** in the quantity as per Schedule of Requirement to the consignee located at **various states all over India**.
4. Bidding will be conducted through the National Competitive Bidding procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits [January 2011] ("Procurement Guidelines"), *and is open to all eligible bidders* as defined in the Procurement Guidelines. In addition please refer to paragraph 1.6 and 1.7 of the guidelines set forth in the World Bank policy on conflict of interest.
5. Interested eligible Bidders may obtain further information from RITES Ltd. and inspect the bidding documents at the address given below at point 8 from 10:00 to 16:00 hrs.(IST) on all working days.
6. Detailed Bid documents may be downloaded free of cost from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To

participate in the E-Bid Submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app.>, using a valid Class III Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. It is construed that the bidder has read all the terms and conditions before submitting their offer.

7. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place on **03.03.2020 at 1430 hrs. (IST)** at the address mentioned below. Please note that non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.
8. Dead line for submission of bids is **14:15 hours on 24.03.2020 (IST)**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –VII: Schedule of Requirements. The bidder must submit the bid security in “ORIGINAL” *in a sealed envelope* on or before bid submission date and time to the address below. Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **14:30 hours on 24.03.2020(IST)**. The financial bids of only those bidders whose technical bids get qualified would be opened at a later date.

**Group General Manager/MSM
RITES Ltd.,
MSM Division, RITES Bhawan-II,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-409/410/422
Email: rites_naco@rediffmail.com**

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Government of India (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

3. Corrupt & Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or has received any direct or indirect subsidy from another Bidder; or
- c. has the same legal representative as another Bidder; or
- d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or
- g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly

involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so

following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS.**
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

**11.Documents
Comprising
the Bid**

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

The Bid shall comprise the following:

- (a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;
- (b) Bid Security, in accordance with ITB Clause 19.1, if required;
- (c) Alternative bids– Technical Part, if permissible, accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
- (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
- (g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (h) documentary evidence in accordance with ITB Clauses 16, that the Goods and Related Services conform to the Bidding Documents;
- (i) Manufacturer’s authorization form; and
- (j) any other document **required in the BDS**.
- (k) completed schedules, in accordance with ITB 12 and 14

11.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

11.3 The **Financial Part** shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

(d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

12. Process of Bid Submission

12.1 The Letter of Bid – technical Part, Letter of Bid – Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.

12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (i) original bid security in approved form; and (ii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.

13. Alternative Bids

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

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.

14.7 The terms EXW, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS.**

14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) **For Goods:**
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties, and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any GST and other taxes which will be payable in India on the Goods, if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For the Related Service, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) The price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of tax/duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms. Where the Purchaser issues such Certificates, such taxes and duties will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except

issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15. Currencies of Bid & Payment

15.1 The Bidder shall quote the Price in Indian Rupees only.

16. Documents Establishing the Eligibility and conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.

17. Documents
Establishing the Eligibility & Qualifications of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification;
 - (b) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
 - (iii) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
- (c) Bids from Joint Ventures are not acceptable.

**18 Period of
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above.

19 Bid Security

- 19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 Not used.
- 19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a certified cheque, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security **specified in the BDS**;
 - (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.
- 19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7 The Bid Security may be forfeited:
- (a) if a Bidder
 - i. withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; or

ii. does not accept the correction of errors in pursuant to ITB 35,

or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;
or

(ii) furnish a Performance Security in accordance with ITB Clause 44.

19.8 Not used.

19.9 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, orders not accept the correction of errors pursuant to ITB 35; or

(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20 Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the bid.

20.3 Not used.

20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission of Bids

21 Preparation of Bids

21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.

22 Deadline for Submission of Bids

22.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. of bids after due date & time as per server time.

23 Late Bids

23.1 The electronic bidding system would not allow any late submission

24 Withdrawal, Substitution, and Modification of Bids

24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

E. Public Opening of Technical Parts of Bids

25 Public Opening of Technical Parts of Bids

25.1. The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.

25.2 In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.3 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.

E. Evaluation of Bids – General Provisions

- 26 Confidentiality** 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing

27 Clarification of Bid

27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

28 Deviations, Reservations, Omissions

28.1 During the evaluation of bids, the following definitions apply:
(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29 Non conformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.

29.2 Provided that a Bid is substantially responsive, 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 or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

G. Evaluation of Technical Parts of Bids

30 Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31 Determination of Responsiveness

31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 .2The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. 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.

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

32 Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made

responsive by correction of the material deviation, reservation, or omission.

- 32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening

H. Public Opening of Financial Parts of Bids

33 Public Opening of Financial Parts

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of the Bid shall not be opened; and
- (c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.

- 33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as **specified in the BDS**.

- 33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any

discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

34 Evaluation of Financial Parts

34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) Not used;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

- 34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.
- 34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).
- 35 Correction of Arithmetical Errors** 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
- 36 Conversion to Single Currency** 36.1 Not applicable.
- 37 Margin of Domestic Preference** 37.1 Not applicable.
- 38 Comparison of Financial Parts** 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.
- 39 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.

J. Award of Contract

- 40 Award Criteria** 40.1 Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41 Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42 Notification Of Award** 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").
- Publication of Award** 42.2 At the same time the Purchaser shall publish in a National website (GOI website <http://etenders.gov.in> GoI Central Public Procurement Portal or on the Purchaser's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- Recourse to Unsuccessful Bidders** 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the

Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

43 Signing of Contract

- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser

44 Performance Security

- 44.1 Within twenty one (21) days of the receipt of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	<p>Name of Purchaser: Ministry of Health & Family Welfare, (National AIDS Control Organization), Government of India. New Delhi</p> <p>Name of Authorized Procurement Agent: RITES Ltd., RITES Office Complex, Annex Building, 4th Floor Plot No.144, Sector 44 Gurgaon. 122003,(Haryana)-India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422 E-Mail: rites_naco@rediffmail.com</p> <p>RITES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the Purchaser. The Purchaser will exercise all rights and obligations through RITES for the purpose of this tender.</p> <p>Type of Goods: <i>Procurement of Computers with Multi-function printer and 1KVA UPS</i> Name and identification number of the Contract: <i>Procurement of Computers with Multi-function printer and 1KVA UPS</i> IFB No. - RITES/MSM/NACP/02/WB/2019</p>
ITB 2.1	<p>Name of the Borrower: Ministry of Health & Family Welfare, (Govt of India.)</p> <p>Name of Project: National AIDS Control Programme</p> <p>Project Credit No: Loan: IDA 52360 (IDA)</p> <p>Loan or Financing Agreement Amount: USD 255 million</p>
ITB 4.4	<p>Applicable edition of the <i>Guidelines: Procurement under IBRD Loans and IDA Credits</i>: [January 2011]</p> <p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>

B. Contents of Bidding Documents	
ITB 7.1	<p>For the purpose of obtaining clarification the Purchaser's address is :-</p> <p style="text-align: center;">Group General Manager/MSM RITES Ltd., (Procurement Agent) MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422 Email: rites_naco@rediffmail.com</p> <p>A prospective Tenderer requiring any clarification on the Bid Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in Central Public Procurement Portal (www.etenders.gov.in) RITES (www.rites.com) NACO (www.naco.gov.in) without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded</p>
ITB 7.2	<p>Add as clause 7.2 to the ITB the following:</p> <p>Pre Bid Meeting:- the bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:- Date: 03.03.2020 Time: 1430 Hrs. (IST) Venue: MSM division, RITES Ltd., RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 44, Gurgaon – 122003, Haryana, India.</p> <p>Non attendance at pre bid meeting will not be a cause for disqualification of a bidder.</p>
C. Preparation of Bids	
ITB 11.1 (d)	<p>Add the following</p> <p>Scanned copy of Power of Attorney should be uploaded on the CPPP portal and is to be submitted before bid submission deadline. The Power of Attorney shall be on non judicial stamp paper and the person signing the Power of Attorney should sign by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p>

ITB 11.1(j)

The Bidder shall submit the following additional documents in its bid – technical part:

1. Certification of incorporation of the bidder and manufacturer
2. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection.
3. As e- procurement system is being used, there is no hard copy submission of bid. Only the hard copy of the power of attorney, DD of Bid Document fee, DD for e-tendering processing fee, EMD and affidavit is requested to be submitted.
4. Specification documents for goods as per Part II- Technical specifications.
5. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts
6. A detailed description of the Goods essential technical and performance characteristics.
7. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
8. For purposes of the commentary to be furnished pursuant to Paragraph 6 above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications
9. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment
10. Non-manufacturer bidders will submit tender specific manufacturer's authorization Form as per Performa in Section IV.
11. The following details shall also be provided by Indian Bidders:
 - i. Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company.
 - ii. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed,
 - iii. Registration details of the company under GST and other laws as may be applicable.The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under goods & services tax (as may be applicable) etc.
12. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.

All documents required in Section 3: Evaluation & Qualification Criteria.

ITB 12	<p>The bids are invited in a single stage two envelope system. The financial bids of only those bidders whose technical bids get qualified would be opened at a later date.</p> <p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal (https://etenders.gov.in). The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 12.3	<p>For submission of original documents, the Purchaser's address is:</p> <p style="text-align: center;">Group General Manager/MSM RITES Ltd., (Procurement Agent) MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422 Email: rites_naco@rediffmail.com</p> <p>Bidders are required to obtain Digital signature from designated firms (available on e-proc. portal and then register with the e-procurement platform (https://etenders.gov.in) and submit bids by using their user ID and Digital Signature. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: by making payment directly to the e-procurement authority.</p> <p>Note For this tender there is no cost of bid document.</p>

ITB 13.1	Alternative Bids shall not be considered.
ITB 14.4	Deleted
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract. Prices quoted by the Bidder shall be <i>“fixed”</i>
ITB 14.6	The following is deleted “Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.”
ITB 14.7	The INCOTERMS edition is 2010.
ITB 14.8	Add at the end of the Para the following “The bidders are allowed the option to submit the bids for any one or more schedules specified in the ‘Schedule of Requirements”

<p>ITB 14.8 (a) (i)</p>	<p><u>Add the following text –</u> <u>GST(Goods & Service Tax)</u></p> <p>1 The price quoted should be-EXW or CIP (port of landing in case of imports) and the rate of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.</p> <p>2 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.</p> <p>3 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.</p> <p>4 The bidder should indicate GST registration number in their offer</p> <p><u>CUSTOM DUTY</u></p> <p>1 In respect of imported stores offered, the bidder shall specify the rate as well as the total amount of custom duty payable, on the quoted goods in the price schedule. The bidder shall also indicate the corresponding Indian Custom Tariff Number applicable for the goods in question.</p> <p>2 Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.</p> <p><u>ANY OTHER LOCAL TAXES</u></p> <p>Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty</p>
<p>ITB 14.8 (a) (iii)</p>	<p>“The final destination is specified in Schedule of Requirements (Section VII). The purchaser reserves the right to change any consignee at the time of placement of order.</p>
<p>ITB 14.8 (b)</p>	<p>Cost of incidental services shall be quoted by the bidder towards Annual Maintenance Cost(AMC) charges yearwise for 3 years. Net present value of cost of Annual Maintenance Cost(AMC) charges for each of the three (3) years after the Warranty Period of 1 year shall be added to the bid price for evaluation and will be calculated at a discounted rate of 10 % per year.</p>

ITB 14.9	Add the following Note:- It may be noted that Project Authority Certificate will be issued only if Deemed Export Benefits are applicable
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 4 Years
ITB 17.2 (b) (i)	Manufacturer's authorization is required as per proforma in Section IV.
ITB 17.2 (b)iii	After Sales service is required which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 18.1	Bids shall remain valid for 150 days after the date of bid submission viz. up to 21.08.2020 .
ITB 18.3(a)	The bid price shall be adjusted by the following factor(s): Not Applicable

<p>ITB 19.1</p>	<p>“The bid security shall remain valid for a period of 45 days beyond the validity period for the bid i.e. up to 05.10.2020, and beyond any extension subsequently requested under Sub-clause 18.2.”</p> <p>If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules</p> <p>If amount of bid security is less than the required for total quoted schedule(s) by the bidders, and then Bid security will be considered valid only for the quoted schedule(s).</p> <p>In case the bidder fails to submit original bid security before bid submission deadline, the bids would be treated as non-responsive and shall be rejected. The envelope containing bid security should bear the tender details (tender no., tender name etc.).</p> <p>Please provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the bid security.</p>																									
<p>ITB 19.3</p>	<p>The bidder shall furnish a Bid Security. The amount of bid security against each schedule(s) should be in fixed amount as specified as under:</p> <table border="1" data-bbox="469 978 1386 1346"> <thead> <tr> <th>Sch No.</th> <th>Description of Goods</th> <th>Unit</th> <th>Quantity</th> <th>Bid Security in Indian Rupees</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Desk Top Computers with1 KVA UPS & Multi Function Printer</td> <td>Sets</td> <td>581</td> <td>12,00,000.00</td> </tr> <tr> <td>II</td> <td>Desk Top Computers with1 KVA UPS & Multi Function Printer</td> <td>Sets</td> <td>475</td> <td>10,00,000.00</td> </tr> <tr> <td>III</td> <td>Desk Top Computers with1 KVA UPS & Multi Function Printer</td> <td>Sets</td> <td>479</td> <td>10,00,000.00</td> </tr> <tr> <td></td> <td>Total:</td> <td></td> <td>1535</td> <td>32,00,000.00</td> </tr> </tbody> </table>	Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees	I	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	581	12,00,000.00	II	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	475	10,00,000.00	III	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	479	10,00,000.00		Total:		1535	32,00,000.00
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<p>ITB 19.3 (a)</p>	<p>a) In the case of a bank guarantee, the named beneficiary shall be “RITES Ltd.” (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India).</p> <p>b) In the case Demand Draft, draft should be in favor of RITES Ltd. Payable at Gurgaon.</p>																									
<p>ITB 19.9</p>	<p>Not Applicable</p>																									
<p>ITB 20.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney</p>																									

	<p>D. Online Submission and Opening of Bids</p>
<p>ITB 21.1</p>	<p>Following is replaced :-</p> <p>REGISTRATION</p> <ul style="list-style-type: none"> a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge. b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token. <p>SEARCHING FOR TENDER DOCUMENTS</p> <ul style="list-style-type: none"> a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document. c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

ASSISTANCE TO BIDDERS

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

Bidders can view / download complete bid documents from RITES website <http://www.rites.com>

ITB 22.1

The bid will be addressed to:
Group General Manager/MSM
RITES Ltd., MSM Division,
RITES Office Complex, Annexe Building,
4th Floor, Plot No. 144, Sector 44
Gurgaon 122003

Deadline for bid submission is **14:15hours on 24.03.2020 (IST)**

The bid will only be submitted electronically. Physical, Email, Telex, Cable or Facsimile bids will be rejected.

The electronic bidding submission procedures shall be as follows:

PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a. Bid can be submitted only during validity of registration of bidder with CPPP E- Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and Bid Security as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Bid Security as per the instructions specified in Clause 19 hereinafter.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

	<p>j. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.</p> <p>k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>Note :-</p> <p>(a) Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.</p> <p>(b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.</p> <p>(c) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “ONLINE”. No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.</p> <p>(d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.</p> <p>(e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.</p> <p>(f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.</p> <p>(g) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.</p>
ITB 24.1	Re-submission of the bid is allowed, if withdrawn before the bid submission date

	E. Public Opening of Technical Parts of Bids
ITB 25.1	<p>Bids will be opened electronically. Time, date, and place for bid opening of technical bids are: 14:30 hours on 24.03.2020 (IST) at the following address: MSM Division RITES Ltd., RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 44, Gurgaon – 122003, Haryana, India</p> <p>Add at the end of this clause: “In the event of the specified date of the bid opening being declared a holiday for the Procurement Agent, the bids shall be opened at the appointed time and location on the next working day.”</p> <p>Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at https://etenders.gov.in/eprocure/app CPP portal</p> <p>Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder’s representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.</p>
	F. Evaluation of Bids – General Provisions
ITB 29.3	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.</p>
	H. Public Opening of Financial Parts of Bids
ITB 33.2 (c)	<p>The financial bids would be opened at a later date.</p>
	I. Evaluation and Comparison of Bids

ITB 34.1	<p>Evaluation will be done for each schedule i.e. complete items as a whole in one Schedule</p> <p>Bids will be evaluated Schedule wise. Bidder should quote for the complete requirement for goods and services specified in each schedule as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.</p>
ITB 34.4	<p>Following is replaced:-</p> <p>The Purchaser's evaluation of a Bid shall include (i) price quoted EXW excluding GST (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any</p> <p>Cost of Related/incidental services shall be quoted by the bidder towards Annual Maintenance Cost(AMC) charges yearwise. Net present value of cost of Annual Maintenance Cost(AMC) charges for each of the three (3) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discounted rate of 10 % per year.</p>
ITB 34.5	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery Schedule: Not Applicable (b) Deviation in Payment Schedule: Not Applicable (c) The cost of major replacement components, mandatory spare parts and service : Not Applicable (d) The availability in the Purchasers' Country of spare parts and after- sales services for equipment offered in the Bid: Not Applicable (e) The project operating and maintenance cost during the life of the equipment : Not Applicable (f) The performance and productivity of the equipment offered: Not Applicable.
J. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Qualification Requirements (ITB 36)
2. Multiple Contracts (ITB 34.4)
3. Evaluation Criteria (ITB 34)

TECHNICAL PART

1. Qualification Criteria (ITB 32)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

Specific additional criteria

Bidder may bid for one or more schedules. Bids will be evaluated for each schedule and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who have not quoted for full quantity of the schedule will be treated as non-responsive.

(a) Financial Capability

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

- (i) that it has successfully completed **at least one (1) contract for similar goods** within the period of **last five years** (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per **table below** and that include comparable products. Bidder shall submit list of major supply contracts conducted within the last five years as per (Proforma for Performance Statement) in Section IV

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	48.27	Computer/Laptop
II	39.46	Computer/Laptop
III	39.79	Computer/Laptop

Note: However, the cumulative criteria will not be applicable for one successfully completed contract within the last five years (sub-clause a (i) above) that mean if a firm has completed one contract of value more than Rs. x Million then it will qualify for all schedules whose value less than Rs. x Million.

- (ii) that it has generated an **annual turnover of the value of at least equal to as specified in table below , during any one of the last five financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements** of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) for the past **three financial years** duly certified by the auditor of the Company.

(iii)

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	241.00
II	197.00
III	199.00
Total	637.00

When offering their bid for more than one schedule, the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the schedules being applied for in regard to

Actual annual turnover (sub-clause a (ii) above).

Hence, if the bidder quotes for more than one schedule, the above criteria shall be cumulative. In case a bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the bidder meets the above requirements and the combination of schedules to be awarded to such bidder will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer in this regard shall be final and binding on the bidder.

(iv) Should possess GST Registration.

(b) Experience and Technical Capacity

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

- (i) The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under Section-IV.
- (ii) Bidders shall invariably furnish documentary evidence (End User's certificate) in support of the satisfactory operation of the goods as specified above.
- (iii) The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.
- (v) The legal status, place of registration and principal place of business of the company or firm or partnership, etc
- (vi) Details of current contracts in hand and other commitments (suggested Proforma given in Section IV).
- (vii) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award

Further, the manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

The bidder, as authorized by the manufacturers, has after sales support in the region.

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

Note:

- 1) The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders and non-manufacturer bidders respectively) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.
- 2) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish
 - (i) an affidavit confirming that the performance statement is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end user certificate) in support of satisfactory completion of orders.

2. Multiple Contracts (ITB 34.4) - Not Applicable as bid

FINANCIAL PART

2. Margin of Preference (ITB 37) – Not Applicable

3. Evaluation (ITB 30, 31, and 34)

3.1. Evaluation Criteria (ITB 34)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per INCOTERMS specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

- (b) Deviation in payment schedule: Not Applicable

- (c) Cost of major replacement components, mandatory spare parts, and service.

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods).

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. In case of foreign bidder, the bidder should provide documentary proof, issued by competent authority, that after sale services set up for the equipment being proposed exist in India at least for the last one year from the month of bid opening.

- (e) Projected operating and maintenance costs.NA

- (f) Performance and productivity of the equipment. NA

SECTION IV – BIDDING FORMS

1a Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PART”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

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

RFB No.: *[insert number of Bidding process]*

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser’s country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor,

and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;

- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

1b Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Part in the second envelope marked "FINANCIAL PART".

The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

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

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or*

gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

2. BIDDER INFORMATION FORM

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

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

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No Office /Works
(b) Telex No. Office/Works
(c) Telegraphic address :
(d) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No Office/Factory/Works
(b) Telex No. Office/Works
(c) Telegraphic address:
(d) Email
(e) Country of Registration
(f) Year of Registration

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

	1 st	2 nd
(i) Name:		
(ii) Email address		

7. Name & full address of Bidder's Authorized Representative (if any)

8. Bank details from where the Bank Guarantee for Bid Security has been issued: We also authorized to take references from bank.

- (i) Name and address of the Bank:
(ii) For a foreign bank, name of correspondent Bank in India:
(iii) Name of the contact Person
(iv) Phone number/Mobile
(v) Fax Number
(vi) Email address

Signature and seal of the Bidder

3 Price Schedule Form

Tender Inviting Authority: Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India through RITES Ltd.

Name of Work: Procurement of Computers with Multi-function printer and 1 KVA UPS

Contract No: RITES/MSM/NACP/02/WB/2019

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Terms and Conditions

(a) In case of discrepancy between unit price and total amount, the unit price shall prevail. (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail. (c) We hereby declare that in quoting in our price, we have taken into account the entire credit on input taxes available under GST.

Note: AMC payment shall be made after completion of service provided in corresponding years.

The price as worked out in column (n) below will be considered for evaluation of offers.

(a) Sl. No	(b) Item Description	(c) Quantity in sets	(d) Per Unit Price (Ex-factory / Ex-warehouse / Ex-showroom Off-the-shelf) Excluding GST OR CIF price at port of landing (in case of imports) (in INR)	(e) Per Unit Inland Transportation / Insurance / other incidental charges, if any (in INR)	(f) Total Unit Price (Excluding GST) (f) = (d)+(e)	(g) GST in % on items (d,e)	(h) AMC for 1st year	(i) AMC for 2nd year	(j) AMC for 3rd year	(k) GST in % for AMC (h,i,j)	(l) Name of the Manufacturer	(m) Country of origin	(n) Evaluated Cost (including AMC) (n)=(f)+(h/1.1)+(i/1.21)+(j/1.331)	(o) TOTAL AMOUNT excluding GST (excluding AMC) In INR (o)=(f)* (c)	TOTAL AMOUNT In Words excluding GST (excluding AMC) In INR
1	Desktop Computers with 1 KVA UPS & Multi-function printer (South + West Region)	581			0.00								0.00	0.00	
2	Desktop Computers with 1 KVA UPS & Multi-function printer (Central + North Region)	475			0.00								0.00	0.00	
3	Desktop Computers with 1 KVA UPS & Multi-function printer (North East + East + Western Region)	479			0.00								0.00	0.00	
Total in Figures														0.00	
Quoted Rate in Words		INR Zero Only													

4. Forms of Bid Security

Form of Bid Security - Bank Guarantee

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date:*[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

5. 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, if so indicated in the **BDS.**]*

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

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

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

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 IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

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 IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

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 form at suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

**6. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION
(Name of the Project)**

Bid No.

Description of item to be supplied

.....
(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

(Bidder's Name and Address):

**To
(Name of Purchaser)**

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

(i) Ex-factory price per unit on which the tax/duty is payable: *Rs.

(ii) No of Units to be supplied: _____

(iii) Total cost on which the tax/duty is payable (Rs.)

(The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature) _____
(Printed Name) _____
(Designation) _____

_____ ⁵This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

(Common Seal) _____

*Please attach details item-wise with cost, if there are more than one item. The figures indicated should tally with what is given in the price schedule.

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: None Under ITB 4.7(b) and 5.1: None

SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁶ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁷

- (i) “fraudulent practice” is 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;⁸
- ii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁹
- (iii) “coercive practice” is 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;¹⁰

(iv) _____⁶ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁷ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) "Obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹¹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹²;
- (e) will require that a clause be included in bidding documents and in contracts financed by a

Bank loan, requiring bidders, suppliers and contractors, and their sub-

For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹² A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 - SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

Schedule of Requirements

Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees
I	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	581	12,00,000.00
II	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	475	10,00,000.00
III	Desk Top Computers with1 KVA UPS & Multi Function Printer	Sets	479	10,00,000.00
	Total:		1535	32,00,000.00

Delivery Schedule As indicated below:

Sch No.	Delivery Schedule
I	60 days from the date of issue of NOA or 25-06-2020 which ever is earlier
II	60 days from the date of issue of NOA or 25-06-2020 which ever is earlier
III	60 days from the date of issue of NOA or 25-06-2020 which ever is earlier

Note: The bidder will have to provide quality assurance plan (QAP) with their bid.

Consignee wise Distribution & Consignee details: As per Annexure

Terms of Delivery:

DDP Final Destination at the Consignee end (as per Schedule of Requirements).

Note:

1. Entries of supplies will be required to be made in the Software running at NACO (at present Inventory Management System), URL is www.ims.naco.gov.in.
2. In case of any problem related to entry in the IMS software(If required), DDG/CST/NACO, Deputy Secretary (Admin & procurement) may be contacted.

The present incumbent is as follows:-

Name	Email	Contact Details
Dr R.S Gupta (DDG/CST)	ddgrs@naco.gov.in , rsgupta.naco@gmail.com	011-23736851, 43509916
Mrs Alka Ahuja (Dy Secretary/ Admn. & Proc)	alkaahuja@naco.gov.in	011-46509920

2. Consignee Wise Distribution

Schedule-I

S.No	States	Adress of SACS	No. of Equipment sets required
1	Andhra Pradesh	Andhra Pradesh State AIDS Control Society, 1st Floor, B- Block, Himagna Towers, D.NO- 189, Old NRI College Building, LIC Colony, Saipuram Colony Road, One Center, Gollapudi, Vijayawada Rural, Krishna District - 521225. Phone No. +91-0866-2410968(CHFW), +91-0866-2410978	92
2	Telangana	Telangana State AIDS Control Society, TSMSIDC Building, DM & HS Campus, Sulthan Bazar, Koti, Hyderabad - 500095, Phone: 040-24743897	56
3	Dadra & Nagar Haveli	Dadra & Nagar Iaveli AIDS Control Society, Directorate of Medical & Health Services, 2nd Floor, Shri VinobaBhave Civil Hospital, Silvassa - 396230. Phone:0260-2642940	2
4	Daman & Diu	Daman & Diu AIDS Control Society, 2nd Floor, CIIC Building, Fort Area, Moti Daman, Daman - 396220 Phone:0260-2230192/136	5
5	Goa	Goa State AIDS Control Society, 1st Floor, DayanandSmruti Building, Swami Vivekananda Road, Panaji, Goa. Phone:0832-2422519	15
6	Karnataka	Karnataka State AIDS Prevention Society, 2nd Floor, C.V Raman General Hospital, 80 Feet Road, Indira Nagar, Bangalore - 560038. Phone: 080-25281439	76
7	Kerala	Kerala State AIDS Control Society, IPP I3uilding, Red Cross Road, Thiruvananthapuram - 695035. Phone:0471-2304882	62
8	Maharashtra	Maharashtra State AIDS Control Society, Ackworth Leprosy Hospital Compound, Near Wadala Over Bridge & S.1.W.S. College, R. A. Kidwai Marg, Wadala (West), Mumbai - 400 031 Phone:022-24113097, 24113035	143
9	Mumbai District	Mumbai Districts AIDS Control Society, Ackworth Complex, R.A. Kidwai Marg, Wadala (W), Mumbai - 400 031. Phone:022-24100246/47	36
10	Puducherry	Puducherry State AIDS Control Society, I health Department Complex, Ground Floor, Northern Block, Victor Simonal Street, PUDUCHERRY - 605 001. Phone: 0413-2337000	5
11	Tamil Nadu	Tamil Nadu State AIDS Control Society, 417, Pantheon Road, Egmore, Chennai - 600008. Phone: 044-28190891, 28190467	89
		Total	581

Schedule II:

S.No	States	Address of SACS	No. of Equipment sets required
1	Chandigarh	Chandigarh AIDS Control Society, International Hostel, Near Congress Bhawan, Sector 15-A, Chandigarh - 160015	12
2	Chhattisgarh	Chhattisgarh State AIDS Control Society, Directorate general of Health Services, Old Nursing Hostel, DKS Bhawan, Raipur-492001. Phone:0771-2221625	38
3	Delhi	Delhi State AIDS Control Society, Govt. of NCT of Delhi, Dr. Baba Saheb Ambedkar Hospital, Dharamshala Block, Sector - 6, Rohini, Delhi - 110085. Phone:011-27055717/ 27055650	79
4	Haryana	Haryana State AIDS Control Society, O/o. Director General Health Services, Swasthaya Bhawan, Sector - 6, Panchkula, Phone:0172- 2573115	23
5	Himachal Pradesh	Himachal Pradesh State AIDS Control Society, Hari Villa, Near Forest Rest House, Khalini, Shimla-171002. Phone:0177-2621608	17
6	Jammu & Kashmir	J & K State AIDS Prevention & Control Society, 48, Samanderbagh, Exchange Road, Lal Chawk, Srinagar-190001 (May to October) 1ST FLOOR, SEERAT COMPLEX, SECTOR-14, NANAK NAGAR, JAMMU - 180004 (NOVEMBER TO APRIL) PHONE: 0191-2471579	16
7	Madhya Pradesh	Madhya Pradesh State AIDS Control Society, Oilfed Building, 2nd Floor, No.1, Arera Hills, Bhopal-462011 Phone: 0755-2671033, 2559629	69
8	Punjab	Punjab State AIDS Control Society, Prayaas Building, 4th Floor, Sector-38 B, Chandigarh. Phone:0172-2625718/ 2636795	62
9	Uttarakhand	Uttarakhand State AIDS Control Society, Red Cross Bhawan, Near Directorate of Medical Health, Dandalakhound, Gujrara, (Opp. I.T. Park), Sahastradhara Road, Dehradun, Uttarakhand. Phone:0135-2608885	29
10	Gujarat	Gujarat State AIDS Control Society, 0/1 Block, New Mental Hospital Complex, Meghaninagar, Ahmedabad - 380016. Phone:079-22680211/12/13	88
11	Rajasthan	Rajasthan State AIDS Control Society, Directorate Of Medical & Health Services, Swasthyal Bhawan, Pilak Marg, C-Scheme, Jaipur, Rajasthan - 302005. Phone:0141-2222452	42
Total			475

Schedule: III

S.No	States	Adress of SACS	No. of Equipment sets required
1	Arunachal Pradesh	Project Director, Arunachal Pradesh State AIDS Control Society, DI-IS, Naharlagun, pin:791110 Phone:0360-2351268	20
2	Assam	Assam State AIDS Control Society, GS Road, Jaya Nagar, Khanapara, Guwahati, Assam. 781022 Phone: 0361-236 0524	50
3	Bihar	Bihar State AIDS Control Society, State Institute of Health & Family Welfare Building, Sheikhpura, Patna - 800014 Phone:0612-2290278	30
4	Jharkhand	Jharkhand State AIDS Control Society, Sadar Hospital Campus, PuruliaRoad,Ranchi - 834001. Phone:0651-2210380	32
5	Manipur	Manipur State AIDS Control Society, Room No 207, Western Block Anex. Building, New Secretariat, Imphal. Manipur - 795001. Phone:0385-2443776	54
6	Meghalaya	Meghalaya State AIDS Control Society, Old NE1GRIHMS, Pasteur Hill, Lawmali, Shillong -793001. Phone:0364-2590824	9
7	Mizoram	Mizoram State AIDS Control Society, B-50, J.Lalsangzuala Building, Mission Veng, Aizwal - 769005. Phone:0389-2321566/2321556	32
8	Nagaland	Nagaland State AIDS Control Society, Directorate Health & Family Welfare, Ruziezou, Kohima Nagaland - 797001. Phone:0370-2270355	45
9	Odisha	Orissa State AIDS Control Society, Dept. Of Ihealth & Family Welfare, 2nd Floor, Oil Orissa Building, F-Nayapalli, Bhubaneshwar - 751012. Phone:0674-2393235	53
10	Sikkim	Sikkim State AIDS Control Society, STNM Hospital, Gangtok - 737101. Phone:03592-2205343	6
11	Tripura	Tripura State AIDS Control Society, Health & Family Welfare Department, Government of Tripura, Akhaura Road, Opp. to IGM Hospital, Agartala, Tripura West — 799001. Phone:0381-2321614/2324261	14
12	Uttar Pradesh	Uttar Pradesh State AIDS Control Society, A-Block, 4th Floor, PICUP Bhawan, VibhutiKhand, Gomati Nagar, Lucknow-226017. Phone:0522-2720360, 2720361	87
13	West Bengal	West Bengal State AIDS Control Society, SwasthyaBhavan, 1st Floor (Wing B) GN-29, Sector-V, Salt Lake PIN- 700091. Phone:033 - 23574400	47
		Total	479

3. Technical Specifications

1. Technical Specification for Desk Top Computer

Sl No.	List of Specifications	Specification
1	Configuration	Intel Core i7
2	CPU	Intel ® Core™ i7-7700 with Intel ® HD Graphics 630 (3.6 GHz up to 4.2 GHz with Intel ® Turbo Boost, 8 MB cache, 4 cores
3	Chipset	Intel® Q270
4	Bus Architecture	4 PCI (PCI/PCI Express)
5	Memory	8 GB DDR4-2400 SDRAM
6	Hard Disk Drive	1 TB 7200 rpm SATA HDD
7	Monitor	47 cm (18.5) inch, Larger LED/TFT Digital Colour Monitor TCO.05 certified
8	Keyboard	104 Keys (Wireless keyboard & mouse)
9	Mouse	Optical with USB Interface
10	Bays	3 No's or above
11	Ports	6 USB 3.0; 2 USB 2.0; 1 Headphone; 1 microphone; 1 audio-in; 1 audio-out; 1 DVI- I single link; 1 RJ-45; 2 Display Port 1.2; 2 PS/2:
12	Cabinet	Small form factor (max 16 Litres)
13	DVD ROM Drive	8X or better
14	Networking Facility	10/100/1000 on board integrated network port with remote booting facility, remote system installation, remote wake up , out of management using any standard
15	Operating System	Windows 10 Professional pre-loaded with Media Documentation and Certificate of Authenticity
16	OS Certificates	Windows 10 OS Certification
17	Power Management	Screen Blanking, Hard Disk and System Idle Mode in Power on Set up Password Power Supply SMPS surge protection
18	Preloaded Software	Norton or McAfee or e-Trust or e-Scan or Fore Front or Trend Micro on PC Tool or Quick Heal Antivirus (latest version) with 5 (Five) Year License

2. Multi-Function Printer (Copy, Print, Scan)

Sl No.	List of Specifications	Specification
1	Printing Method	Laser
2	Type	Multi-Function (Copy, Print, Scan)
3	Display	2 Line LCD Text
4	Printing Output	Monochrome
5	Max Print Resolution	1200 x 1200 dpi
6	Duty Cycle	8000 pages per month A4
7	Print Speed	20 ppm
8	Duplex Print	Standard
9	Scan and Copy	
9.1	Bit Depth Color	24-bit
9.2	Scan Area Size	216 x 297 mm
9.3	Scan Method	Contact Image Sensor (CIS)
9.4	Optical Scanning Resolution	1200 dpi
9.5	Scan Type	Flatbed

9.6	Copy Resolution Color	400 x 600 dpi
10	Operating Temperature /Humidity Range	15 ⁰ C- 32 ⁰ C/10% - 80% RH
11	Connectivity	USB support:USB-2.0 and Wireless support
12	Paper Handling	Input Trey, Standard Cassette

3. UPS 1 KVA, 60 Minute Backup

Sl No.	List of Specifications	Specification
1	Capacity	1 KVA
2	Battery Backup	60 minutes
3	Input Voltage	140 V AC to 280 V AC
4	Input DC Voltage	24 V
5	Input Frequency	50 Hz \pm 6%
6	Input Compatibility	DG set
7	Output Voltage	220 V \pm 9% (Mains Mode) 220 V \pm 5% (Battery Mode)
8	Output Frequency	50 HZ \pm 6% (under Mains Mode), 50 HZ% (Battery Mode)
9	Protection	Short Circuit, Overload, Low Battery
10	Indicators	Mains On, Load on Battery
11	Audible Alarm	Main Failure Battery low
12	Operating Temperature	0 ^o C to 45 ^o C

4. List of Related Services and Completion Schedule

The Annual Maintenance Contract (AMC) will be comprehensive and will cover the cost of all the spare parts/upgrades required for replacement/repair the system including Hardware/Software except consumable items like printer-bands, printer-ribbons, printer-heads, stationery etc. The AMC may be on regular basis to ensure the minimum downtime of the system.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares. Supplier shall ensure the availability of after sales service for a period of at least six years including the warranty period.

5. Inspections

For the Goods supplied from within India, the goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative. Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorized representative retained by the purchaser for these purposes at the manufacturing site/warehouse. 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 number of visits for inspection to enable the pre-dispatch inspection when undertaken. In case of upward revision in number of visits furnished, excess payment made to the inspection agency shall be borne by the Supplier.

PART 3 – CONTRACT

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “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.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Corrupt & Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Interpretation 4.1

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

4.2 Incoterms.

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or

constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

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

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) 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. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 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 the Supplier.

- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16 Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or

request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party³ and 7.

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses

- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

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

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

- 25. Transportation & Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including

the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. **Warranty** 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

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

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

**29 Patent
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

30. Limitation of

Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(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 Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders

33.1 The Purchaser may at any time order the Supplier through

**and Contract
Amendments**

notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC

Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁴ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁵;
- (ii) “fraudulent practice” is 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;¹⁶
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁷
- (iv) “coercive practice” is 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;¹⁸

¹⁴ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁵ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁶ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹⁷ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions. ¹⁸ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁰;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

19 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

20 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

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

GCC 1.1(i)	The Purchaser's country is: India
GCC 1.1(j)	The Purchaser is: Ministry of Health & Family Welfare, (National AIDS Control Organization), Government of India. RITES Ltd. is the authorized Procurement Agent of the Purchaser and the Purchaser will exercise all rights and obligation under this contract through the Procurement Agent pursuant to the Agreement between the Ministry of Health and Family Welfare (MOH&FW), Government of India and RITES Ltd.
GCC 1.1 (o)	The final Destination Sites are: As specified in the Schedule of Requirement.
GCC 1.1 (p)	Add the following: Effective Date of the Contract is the date of Notification of Award
GCC 1.1 (q)	Add the following: "End User" means where the goods will be used i.e. consignees as stated in the schedule of requirements
GCC 4.2 (b)	The Incoterms edition is 2010.
GCC 5.1	The language of all correspondence and documents related to this bid is:: English
GCC 8.1	The Purchaser's addresses for notice purposes is: <div style="text-align: center;"> Ministry of Health and Family Welfare, (NACO) (Through RITES Ltd) MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 29, Gurgaon – 122003, Haryana, India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/411 Email: rites_naco@rediffmail.com </div> The Supplier's address for notice purposes is: As mentioned in the Notification of Award.

GCC 10.2

The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

- (a) 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, appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (c) 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, appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) 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.

GCC 12 (additional clause 12.2)	<p>Add as a new Clause 12.2 of the GCC Maintenance Service:</p> <p>a) Warranty</p> <p>Free Comprehensive Maintenance and Repair services shall be provided by the Supplier during the period of warranty as specified in article SCC 28.3.</p> <p>b) Annual Maintenance Contract (AMC)</p> <p>After the above mentioned warranty period, the Consignees/Government of India (NACO) shall enter into Annual Maintenance Contract (AMC), for a period of Three (3) years at the rates quoted by the Supplier in his bid.</p> <p>The warranty and AMC includes repairs of entire system, labor and spares and all software updates.</p>
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<p>GCC 13.1</p>	<p>The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:</p> <p>(A) Documents to be submitted to purchaser:- Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser four sets of documents comprising of the following:</p> <ul style="list-style-type: none"> (i) One original and three copies of commercial invoice, indicating the Purchaser as Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th & 9th Floor, Chandernagore Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal transport document showing Purchaser as RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract (iii) One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format. (iv) Four copies of packing list identifying contents of each package (v) One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied (vi) One original and three copies of the Supplier's Certificate of Origin covering all items supplied (vii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency. (viii) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice. (ix) e way bill (x) Any other/additional procurement-specific document(s) s required for delivery/payment purposes. (xi) Affidavit and Undertaking as per Sample Form 7 & 8 of Section X
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	<p>(B) Documents to be submitted to Consignee:- The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:</p> <ul style="list-style-type: none"> (i) Copy of NOA (ii) Copy of Invoice containing particulars as per Para II(A)(i) above; (iii) Packing list identifying contents of each package (iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied. (v) Country of Origin certificate (vi) Copy of Dispatch Clearance Certificate (DCC) issued by the Inspection Agency. <p>It will be the responsibility of the Supplier to obtain from the Purchaser, Customs Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time.</p>
GCC 15.1	Prices shall be fixed & not subject to variation for the duration of the Contract. However Taxes/Duties shall be paid as applicable at the time of supply, during the scheduled delivery period.

<p>GCC 16.1</p>	<p>The method and conditions of payment to be made to the supplier (payments will not be made to any other party) under this contract, as applicable under (A) or (B) below, shall be as follows:</p> <p>Payment for goods and services supplied from within the purchaser's country shall be made in Indian Rupee, as follows:</p> <p>(i) On delivery to consignee: Ninety (90) percent of the contract price of the goods delivered to the consignee shall be paid within 60 days of submission of documents specified in GCC Clause 13 along with the Acknowledge of Receipt of Goods (Form 5 of Section X) through ECS of the bank.</p> <p>(ii) On acceptance: Ten (10) percent of the contract price of goods received shall be paid within sixty (60) days of acceptance of the goods upon submission of an invoice (indicating Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th & 9th Floor, Chandernagore Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi); the contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form 6 of Section X) issued by the consignee.</p> <p>The payment under this contract shall be released by Pay and Accounts Officer, MoH&FW GOI after due scrutiny, verification of documents submitted by supplier to Procurement agent and recommendation thereon by Procurement Agent.</p> <p>AMC Payment: The Consignees/Government of India shall enter AMC services and payment will be released by the entity who will enter the AMC contract.</p>
<p>GCC 16.5</p>	<p>Not Applicable</p>

GCC 17.1

Add the following:

GST(Goods & Service Tax)

1 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc. if any obtained by the supplier. However no upward variation will be reimbursed to the Supplier after the expiry of the original delivery period.

2 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

ANY OTHER LOCAL TAXES

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

<p>GCC 18.1</p>	<p>Performance security shall be for an amount equal to 10 (Ten) percent of the contract price.</p> <p>Additional clause:</p> <p>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.</p> <p>b) The performance security shall be valid till 90 days after the date of completion of the contractual obligations including warranty.</p> <p>c) In addition, if the The Consignees/Government of India (NACO) requires AMC services in accordance with article 12 of the GCC/SCC, within 21 days of the notification by the Consignees/ Government of India of the AMC requirement, the Supplier shall submit to the Purchaser/the Consignees/Government of India a bank guarantee as performance security for AMC services for an amount equivalent to 10% (ten per cent) of the Contract Price of the original equipment valid till 90 days after expiry of the entire AMC period as specified in article SCC 12. Upon acceptance of the bank guarantee for AMC services by the Purchaser/the Consignees/Government of India, the Performance Security mentioned under art. 18.1 a) above will returned to the Supplier by the Purchaser.</p>
<p>GCC 18.2</p>	<p>For the purpose of this clause each schedule constitutes separate contract</p>
<p>GCC 18.3</p>	<p>The performance security shall be in the form of</p> <p>(a) bank guarantee and the named beneficiary shall be “RITES Ltd.” (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India). The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) to make it enforceable and acceptable to the purchaser.</p> <p>(b) Demand Draft in favor of RITES Ltd. payable at Gurgaon.</p>
<p>GCC 18.5</p>	<p>In the event of any amendment issued to the contract, the Supplier shall, with in 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.</p>
<p>GCC 21</p>	<p>Sub-contracting, which is not disclosed in bid, are not permitted.</p>

GCC 23.2	Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.
GCC 24.1	<p>The insurance shall be in an amount equal to 110 percent of the contract value of the Goods from “warehouse” to “warehouse” on “All Risks” basis.</p> <p>It will be the responsibility of the Supplier to arrange insurance before dispatch of Goods.</p> <p>Incoterms Applicable: DDP Consignee Destination</p>
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.
GCC 25.2	<p>Incidental services to be provided are:</p> <p>(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p> <p>(b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>
GCC 26.1& 26.2	For the Goods supplied from within India, the goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser’s representative. Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorized representative retained by the purchaser for these purposes at the manufacturing site. In case where manufacturing site is outside India then Inspection may be conducted at the ware house in India as specified by the bidder. 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 number visits for inspection to enable the pre-dispatch inspection when undertaken. In case of upward revision in number of visits furnished, excess payment made to the inspection agency shall be borne by the Supplier.

<p>GCC 26.4</p>	<p>Add the following :- The Supplier shall at the earliest furnish details of number of visits for inspection to enable the pre-dispatch inspection when undertaken.</p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. However, if goods are offered for inspection in smaller lots than specified in contract then supplier will have to bear the additional inspection charges. The goods consumed during tests will be on suppliers account. 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.</p> <p>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) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p>
<p>GCC 27.1</p>	<p>Applicable rate of LD is 0.5 percent per week or part thereof.</p> <p>Maximum deduction shall be 10 percent of the delivered price of the delayed goods.</p>
<p>GCC 28.3</p>	<p>The period of validity of the Warranty shall be: <i>Min 365 days</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>As per consignee distribution mentioned in Schedule of Requirement</i></p>
<p>GCC 28.4</p>	<p>Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination</p>
<p>GCC 28.5</p>	<p>The period for the replacement of defective goods is: 30 days.</p> <p>The date of receipt of replacement supplies at consignee will be treated as the date of delivery for the purpose of calculation of liquidated damages.</p>

<p>GCC 28.7</p>	<p>Add as a new Clause 28.7 of the GCC Maintenance Service:</p> <p>a) Warranty</p> <p>Free Comprehensive Maintenance and Repair services including testing & calibration, labor and spares shall be provided by the Supplier during the period of standard 1 year warranty</p> <p>b)Annual Maintenance Contract (AMC)</p> <p>After the above mentioned warranty period, the supplier will provide Annual Maintenance Contract (AMC), for a period of Three (3) years at the rates quoted by the Supplier in his bid.</p> <p>Maintenance and repair of the equipment/software at each location during the warranty period including supply of all spares/upgrades. This shall not relieve the supplier of any warranty obligations under this contract.</p> <p>Maintenance and/or repairs of the supplied goods including hardware/software for a period of three years after the end of the warranty period.</p> <p>The Annual Maintenance Contract (AMC) will be comprehensive and will cover the cost of all the spare parts/upgrades required for replacement/repair the system including Hardware/Software except consumable items like printer-bands, printer-ribbons, printer-heads, stationery etc. The AMC may be on regular basis to ensure the minimum downtime of the system.</p>
<p>GCC 33.5</p>	<p>The following is added:</p> <p>The Purchaser reserves the right to amend the quantity on order during the placement of contract or currency of contract. Percentage for increase or decrease of quantity of goods and services originally specified: 25%.</p>

SECTION X – CONTRACT FORMS

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1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award Contract No**

This is to notify you that your Bid dated . . . [insert date] . . . for execution of the
.. [insert name of the contract and identification number, as given in the SCC]
for the Accepted Contract Amount of [insert amount in numbers and words in
Rupees], as corrected and modified in accordance with the Instructions to Bidders is hereby
accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the
Conditions of Contract, using for that purpose the of the Performance Security Form included
in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser } , or corporation incorporated under the laws of { insert name of Country of Purchaser }*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), 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 in the sum of [*insert Contract Price in words and figures, expressed in Rs*] (hereinafter called “the Contract Price”).

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 Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - a. The letter of Acceptance
 - b. This Contract Agreement Letter
 - c. Bid –Technical Part
 - d. The Supplier’s letter of Bid – Financial Part and original completed Schedules including Price Schedules
 - e. Special Conditions of Contract
 - f. General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s) listed in GCC/SCC as part of contract]*

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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of oficial witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of oficial witness]*

3. Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To:

[name of Purchaser]

[address of Purchaser]

WHEREAS _____ *[name and address of Supplier²¹]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee²²]*
[in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied there under or of any of the Contract documents

²¹*In the case of a JV, insert the name of the Joint Venture*

²²*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 60 days following the Completion date of the Contract including any warranty obligations²³, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

²³ Completion date as described in GC Clause 18.4

4. Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To:

[name of Purchaser]

[address of Purchaser]

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, _____ *[name and address of Supplier²⁴]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee²⁵]* *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied there under or of any of the Contract documents which may be made between _____ *[name of Purchaser]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, _____ addition or modification.

²⁴ In the case of a JV, insert the name of the Joint Venture

²⁵ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Purchaser]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

for use in preparing this

5

ACKNOWLEDGEMENT OF RECEIPT OF GOODS

(for claiming Balance 90% payment)

Letter No _____

Dated _____

This is to certify that the goods as detailed below have been received in good condition along with all accessories in accordance with the conditions of the contract and amendment, if any.

Contract (NOA) No. & Date : RITES/MSM/NACP/02/WB/2019 dt _____

Name of supplier :

Supplier's Invoice No. & Date :

Description of the Goods : _____

Qty. supplied (in Unit) : _____ Unit _____

Purchaser : Ministry of Health & Family Welfare, National
AIDS Control Organization, Government of India,
6th& 9th Floor, Chanderlok Building, 36 Janpath,
New Delhi, through RITES Ltd., Gurgaon

**Date of delivery of consignment
at consignee's site** : _____

Serial No of Equipment :

Signature of Consignee.

Countersigned by	Name	: _____
	Designation	: _____
	Phone No.	: _____
Head of Office	Email ID	: _____
With office Seal	Office Seal:	

Distribution: -

1. To Supplier
2. Under Secretary (Admn. P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001, Fax: 011-23731746.
3. MSM Division, RITES Ltd., RITES Office Complex - 2, 4thFloor, Plot No. 144, Sector-44, Gurgaon – 122003 (Haryana). (Fax: 0124- 2571659) (Email: rites_naco@rediffmail.com).

6 **FINAL ACCEPTANCE CERTIFICATE**
(for claiming Balance 10% payment)

Letter No _____

Dated _____

1. Contract No.& Date : RITES/MSM/NACP/02/WB/2019 dt _____
2. Supplier's Invoice No. & date :
3. Description of Goods :
Supplied
4. Quantity Supplied : _____ Unit _____
5. Purchaser Ministry of Health & Family Welfare, National AIDS
Control Organization, Government of India, 6th & 9th Floor,
Chanderlok Building, 36 Janpath, New Delhi, through
RITES Ltd., Gurgaon
6. Name of Supplier :
7. **Date of Final acceptance** :

CERTIFICATE

We confirm having received the above equipment in good condition along with all standard accessories in accordance with the above Contract. It is further confirmed that:

- a. The equipment has been successfully installed and commissioned

Remarks (if any):

Signature of Consignee.

Countersigned by

Name : _____

Designation : _____

Phone No. : _____

Email ID : _____

Head of Office

With office Seal

Office Seal:

-

Copy To: -

1. To Supplier
2. Under Secretary (Admn. P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001, Fax: 011-23731746.
3. MSM Division, RITES Ltd., RITES Office Complex - 2, 4th Floor, Plot No. 144, Sector-44, Gurgaon – 122003 (Haryana). (Fax: 0124- 2571659) (Email: rites_naco@rediffmail.com).

7. Affidavit (On Stamp Paper)

I _____ son/daughter of _____ resident of _____ solemnly undertake that I am an authorized signatory of M/s _____ (insert name of the company with full address) and I hereby undertake that the supplies for which payments are being claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake, and to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s)._____ (insert details of invoices for which payments are being claimed) amounting to_____.

With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.

We (name of Supplier) also confirm that we are responsible for compliance of all the statutory provisions in regards to supply of items as per law of the country. We hereby undertake to indemnify RITES/MOHFW for any loss incurred on account of the same.

Name: _____

Address: _____

(Full address of Supplier)

Witness 1 _____

Address:_____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 90% payment.

Invitation for Bids (IFB) (National Competitive Bidding)

Country : **India**
Name of Project : **National AIDS Control Programme**
Loan No. : **IDA 52360 (IDA)**
Name of Goods : **Computers with Multi-function printer and 1KVA UPS**
IFB No. : **RITES/MSM/NACP/02/WB/2019**

1. *This invitation for bids follows the general procurement notice for this programme that appeared in United Nations Development Business (UNDB) Website on 7th May 2012.*
2. Government of India has received a Credit No. **IDA 52360** from the International Development Association (IDA) towards the cost of World Bank assisted **National AIDS Control Programme** and it is intended that part of the proceeds of this fund will be applied to eligible payments under this proposed project for supply of **Computers with Multi-function printer and 1KVA UPS**. **The details are as under:-**

Schedule No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees
I	Desk Top Computers with 1 KVA UPS & Multi Function Printer	Sets	581	12,00,000.00
II	Desk Top Computers with 1 KVA UPS & Multi Function Printer	Sets	475	10,00,000.00
III	Desk Top Computers with 1 KVA UPS & Multi Function Printer	Sets	479	10,00,000.00
Total:			1535	32,00,000.00

3. **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th & 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon** who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) now invites online bids from eligible bidder for the **Supply of Computers with Multi-function printer and 1KVA UPS** in the quantity as per Schedule of Requirement to the consignee located at **various states all over India**.
4. Bidding will be conducted through the National Competitive Bidding procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits [January 2011] ("Procurement Guidelines"), *and is open to all eligible bidders* as defined in the Procurement Guidelines. In addition please refer to paragraph 1.6 and 1.7 of the guidelines set forth in the World Bank policy on conflict of interest.
5. Interested eligible Bidders may obtain further information from RITES Ltd. and inspect the bidding documents at the address given below at point 8 from 10:00 to 16:00 hrs.(IST) on all working days.
6. Detailed Bid documents may be downloaded free of cost from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To

participate in the E-Bid Submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app.>, using a valid Class III Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. It is construed that the bidder has read all the terms and conditions before submitting their offer.

7. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place on **03.03.2020 at 1430 hrs. (IST)** at the address mentioned below. Please note that non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.
8. Dead line for submission of bids is **14:15 hours on 24.03.2020 (IST)**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –VII: Schedule of Requirements. The bidder must submit the bid security in “ORIGINAL” *in a sealed envelope* on or before bid submission date and time to the address below. Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **14:30 hours on 24.03.2020(IST)**. The financial bids of only those bidders whose technical bids get qualified would be opened at a later date.

**Group General Manager/MSM
RITES Ltd.,
MSM Division, RITES Bhawan-II,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-409/410/422
Email: rites_naco@rediffmail.com**