

Date: 1st February 2023

Reference number: USEA/Off/Admin/2023/029

BID DOCUMENT FOR PROCUREMENT OF MEDICAL EQUIPMENT AND RELATED SERVICES FOR ESTABLISHMENT OF CENTRES OF EXCELLENCE (COE)

About The Union:

Founded in 1920, the **International Union Against Tuberculosis and Lung Disease (The Union)**, is a scientific non-profit institute with five scientific departments and several offices worldwide, as well as a federation of close to 3,000 organisations and individuals, who are committed to the same goals. Its scientific departments focus on tuberculosis, HIV, lung health and non-communicable diseases, tobacco control and research; and each engages in research, provides technical assistance and offers training and other capacity-building activities, leading to health solutions for the poor.

The Union's Mission:

The Union strives to end suffering due to tuberculosis and lung diseases, old and new, by advancing better prevention and care. We seek to achieve this by the generation, dissemination and implementation of knowledge into policy and practice.

We aim to ensure that no-one is left behind, people are treated equally and we have a focus on vulnerable and marginalised populations and communities.

The Union's Vision:

A healthier world for all, free of tuberculosis and lung disease.

The Union's Values:

Accountability: We are responsible steward of resources and delivers on its commitments.

Respect: We recognise people's intrinsic value and have due regard for the welfare, beliefs, perceptions, customs and cultural heritage of those we deal with.

Transparency: We are open and direct in our dealings.

Quality: We deliver our services and products to the highest possible standards

Independence: We seek to pursue our mission free from interference by conflict of interest

For more information about the Union's work in South-East Asia, please visit <http://www.theunion.org/where-we-work/south-east-asia>

1. PURPOSE OF THE TENDER.

1.1 The Union hereby invites bids from eligible and qualified bidders for supply, installation and commissioning of following Schedule A & B of Equipment(s) along with related services i.e. Maintenance Contract (AMC/CMC) as stipulated in the technical specification and price schedule respectively.

Schedule – A		
S.No	Name of Equipment	No of quantity required
1	Anaesthesia Workstation with Integrated Ventilator & Anaesthesia Gas Monitoring Facility	1
2	Mobile OR Table	1
3	CR-X-Ray	1
4	Video Bronchoscope	1
5	Mini Thoracoscopy	1
6	Portable X-Ray Unit	1
7	Triple X Ray View Box	15
Schedule - B		
S.No	Name of Equipment	No of quantity required
1	Chest Percussor/ Vibrator/ Massager	40
2	Stationary Ergometer	1
3	Treadmill Heavy duty	1
4	Ankle and Wrist weight cuff 0.5 kg	6
5	Ankle and Wrist weight cuff 1 kg	6
6	Tilt Bed for Physiotherapy	5

1.2. Accordingly, The Union is requesting sealed bids from manufacturer or its authorized agencies. The bid submitted by the bidder shall be in Two Bid System i.e. “Technical Bid” and “Financial Bid” inside a sealed envelope super-scribing ‘**Bid for Supply, Installation & Commissioning of Equipment _____ (S.No. of Equipment) of Schedule - ____ (A or B) addressing to Manger Procurement, The Union, C6, Qutub Institutional Area, New Delhi, Delhi 110016.**

1.3. The sealed envelope should be Hand delivered/Couriered/dropped at the reception of the USEA, New Delhi Office having address The Union, C6, Qutub Institutional Area, New Delhi, Delhi 110016 before the due date and time, latest by 22nd February 2023, 5:30 PM. Those who send the bid documents by courier/post, have to ensure that the bids must reach us on or before the prescribed time & date. The USEA office will not take any responsibility under any circumstances for courier/postal. This tender document should not be considered as an agreement nor an offer by The Union to the prospective bidders.

2. GENERAL TERMS OF BIDDING

- 2.1. All Bidders are required to submit their Bids in accordance with the terms set forth in this bidding document.
- 2.2. In connection with the bid document for Procurement of Goods, Equipment and related services as specified in the Para 8, The Union as specified herein has issued Bidding Documents for the supply of Goods, Equipment and related services as specified in Schedule of Requirements of this bidding document.

- 2.3 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Union for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.4 Before preparing the bid, and submitting the same to the Union, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by bidders.
- 2.5 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Purchaser shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 2.6 The Union reserves the right to invite fresh bids with or without amendment of the bid document at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- 2.7 Bidder shall be a manufacturer or its legally authorized entity having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations. Also, the bidder should not be a consortium of such entities. The agencies should have PAN, GST registration and registration under applicable laws and should submit copies of the same.
- 2.8 A Bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.9. Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any Entity which has been convicted for any criminal offence shall not be eligible to submit the bid.
- 2.10. The procurement under this bid is regulated by the USAID's statutory procurement authority, authorizes procurement "from the United States, recipient country or developing countries." Tracking that statutory authority, the Regulation establishes a presumptive USAID Principal Geographic Code, [Code 937](#), for all USAID federally financed procurement of commodities and services under implementation instruments, unless otherwise specified.
- 2.11. The bids shall be opened at The Union, C-6, Qutub Institutional Area, New Delhi. The bid document will be advertised on the union website, devnetjobsindia.org and NIT will be published in Nationalized Newspaper.

3. GENERAL DISCLOSURES

- 3.1. Bidder must disclose on their letter head as per Annexure 1 of bid document:
 - a) If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
 - b) If they have been convicted of, or are the subject of any proceedings, relating to:
 - c) Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.
 - d) Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority
 - e) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.

3.2. The bidding agency should confirm that s/he has no affiliation with the tobacco industry and/or its agents/associates and currently does not accept and shall not accept financial or other support from any tobacco product manufacturer or the parent, subsidiary or affiliate of a tobacco product manufacturer until at least 6 months after the end of the Agreement period. Failure to comply may constitute grounds for termination of the Agreement.

4. BID SUBMISSION:

- a) BIDS in hard copies are invited from the reputed manufacturer/ authorized agencies for the aforesaid purpose. The bids should include the **"Technical & Financial"** details only.
- b) Sealed bids from manufacturer or its legally authorized agencies are invited. The bid submitted by the bidder shall be in Two Bid System i.e. **"Technical Bid" and "Financial Bid" inside a sealed envelope super-scribing 'Bid for Supply, Installation & Commissioning of Equipment _____ (Serial No. of Equipment) of Schedule - ____ (A or B) addressing to Manger Procurement, The Union, C6, Qutub Institutional Area, New Delhi, Delhi 110016.**
- c) The sealed envelope should be Hand Delivered/Couriered/dropped at the reception of the USEA, New Delhi Office before the due date and time, latest by **22nd February 2023, 5:30 PM**. Those who send the Bid documents by courier/post, have to ensure that the documents reach us on or before the prescribed time & date. The USEA office will not take any responsibility under any circumstances for courier/postal.
- d) The "Technical proposal" should include the description of the firm/organization, the firm's general and recent experience in the field of assignment. The bidder shall ensure the preparation of Detailed Technical Bid in accordance with documentation as listed below. The Technical Bid should not contain any cost information whatsoever.
 - i) Letter of Technical Bid as per Form provided in Section A – Bidding Forms
 - ii) Bidder Information Form as per Form provided in Section A: Bidding Forms
 - iii) Technical Compliance Sheet as per Form provided in Section A: Bidding Forms
 - iv) Documents establishing the compliance of Goods as per technical specification (i.e. Technical Broucher, Data Sheet, Certificates).
 - v) Documents establishing bidders' qualification in accordance with Para 7.2
 - vi) Manufacturer's Authorization, in case bid is submitted by an Agent, as per Form given in Section A: Bidding Forms.
 - vii) Proforma for Performance Statement (for a period of last three years) along with supporting documents.
 - viii) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document.
 - ix) Self-attested copy of GSTIN registration.
 - x) Power of Attorney in favour of signatory of Bid.
 - xi) Disclosures on bidder letter head as per Para.3. General Disclosure.
 - xii) Any other document as required in the Bid document.
5. The bidder is free to quote any or all equipment(s) from both the Schedule - A & B complying to all technical specification, terms & conditions as per the schedule of requirement and specifications laid in Section A of bid document.

6. Financial Proposal:

The “Financial Proposal” should contain the detailed in accordance with instructions in **financial bids and as detailed below**:-

- i) The prices quoted by the Bidder in the Price Schedule shall conform to the requirement specified below.
- ii) All the items under each Schedule must be listed and priced separately in the Price Schedule. The price quoted shall correspond to 100% of the items specified for each Schedule.
- iii) The price quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in the bidding document. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- iv) The price shall be quoted in sealed envelope super scribing as Financial bid for the equipment_____ as specified in the Format of Price Schedule given in Section A - Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Union. This shall not in any way limit the Union’s right to contract on any of the terms offered. Prices shall be entered in the following manner:
 - The unit and total price of the Goods on DDP (Delivered Duty Paid) – Consignee Location basis.
 - The price of related services as specified in Section A - Schedule of Requirements;
 - Goods and Services Tax (GST) payable on the Goods and related services if the contract is awarded.
- v) The technically qualified bidder quoting the combined lowest price for the goods and related services as mentioned in the prescribed price schedule will be considered as the lowest quoting bidder (L1) and will be considered for awarding the contract.
- vi) The bidder should submit its quote in Indian Rupees only. Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.
- j) **Bid Validity:** The bid submitted by the bidders must have bid validity period of **180 days** from the date of submission of proposal.
- k) **Pre – Bid Meeting:** Pre -Bid meeting on **08th February 2023 at 11:30AM** for any queries/clarifications a The Union office, C-6 Qutub Institutional AREA, Delhi - 110016

7. EVALUATION

- 7.1 The procurement committee appointed by The Union shall review and evaluate the responsiveness of the bids submitted by the bidder. The Bid will be treated as qualified if the bids are:
 - a) substantially responsive to the terms & conditions of the bidding document, and
 - b) the lowest evaluated cost. with applicable warranty as specified in the schedule of requirement.

- c) The bids shall be rendered non-responsive at the technical evaluation stage if it fails to meet the qualification criteria indicated. The Union shall carry out the qualification assessment of the Bidder in accordance with '**7.2 Qualification Criteria** ', using only the requirements specified.
- d) The determination of bidder quoting lowest evaluated cost shall be based on the comparison of evaluated bid price carried out on "Delivered Duty Paid (DDP) consignee site basis", and cost of related services quoted by substantially responsive bidders.

7.2 Qualification Criteria

The Union shall carry out the qualification assessment of the Bidder in accordance with the requirements specified: -

a) If the Bidder is a manufacturer:

i) Experience and Technical Capacity

- a) Bidder should be in continuous business of manufacturing / supplying the similar Goods as specified in the bid during last three years prior to bid opening and should have manufactured and supplied the similar Goods to the extent of at least 100% of the quantity to be procured under this Bid, during last three years preceding the date of opening of bids

ii) Documentary Evidence

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

- a) Details of past experience in support of qualification requirement given in Para 4.d.vii above, including past performance of the Goods offered and on those of similar nature within the past three years, details of current contracts in hand and other commitments (as per form given in **Section A, Bidding Forms- Performance Statement Form**).
- b) Furnish at least 2 or more documentary evidence (**Client's certificate**) in support of the satisfactory execution including timely supply by the Bidder during last three years. Purchaser may seek feedback from Clients on satisfactory supply of the goods supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be considered for further evaluation. In addition, the Purchaser may take technical feedback from Govt. facilities for the use of particular goods offered by the bidder.
- c) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.
- d) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted).

b) If Bidder is not manufacturer:

i) Experience and Technical Capacity

- a) If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section A, Bidding Forms), the Bidder shall demonstrate

that it has supplied the similar Goods to the extent of at least **100% of the quantity** to be procured under this Bid, during last three years preceding the date of opening of bids.

ii) Documentary Evidence

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

- a) Details of past experience **of Bidder firm** in support of qualification requirement given in Para 4
- b) Details of past experience **of manufacturer** in support of qualification requirement given in Para 4, including past performance of the Goods offered and on those of similar nature within the past three years, details of current contracts in hand and other commitments (as per form given in **Section A, Bidding Forms- Performance Statement Form**).
- c) Furnish at least 2 or more documentary evidence (**Client's certificate**) in support of the satisfactory execution including timely supply by the Bidder during last three years. Purchaser may seek feedback from Clients on satisfactory supply of the goods supplied to them. In case, Purchaser gets two or more adverse feedback from existing end users, bids of those bidders will not be considered for further evaluation. In addition, the Purchaser may take technical feedback from Govt. facilities for the use of particular goods offered by the bidder.
- d) Brief write-up, backed with adequate data explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.
- e) Confirmation that all the facilities exist in the manufacturer's or bidder's warehouse for inspection and testing and these will be made available to Purchaser or his representative for inspection (documentary evidence to be submitted).

7.3 Technical demonstration of Goods / Equipment offered:

- i) Prior to contract award, the lowest evaluated substantially responsive Bidder may be requested to organize demonstration/ sample evaluation of the goods, for inspection of quality and its efficient operation and demonstration of performance parameters before Purchaser or its authorized team. In case, the goods does not perform satisfactorily and does not pass quality / performance test, the bid would be deemed to be non-responsive and Purchaser reserves the right to move to next lowest evaluated responsive bidder for such a technical demonstration of goods.
 - ii) The bidder shall arrange for demonstration of offered goods at desired location intimated later by Purchaser, at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Purchaser, whether the goods offered meets the accuracy and other quality parameters as indicated in Technical Specification of bid document. The bidder should be prepared to do so by keeping one sample unit of the quoted goods ready at its disposal.
- a) The procurement committee appointed by The Union shall review and evaluate the bids based on their responsiveness to the terms & condition of bidding document, evaluation criteria, sub-criteria as specified in the above clauses.

8 Schedule of Requirement

8. 1) List of Equipment required under Schedule – A (having 5 years of Warranty and 5 years Comprehensive Annual Maintenance Cost (CAMC):

Schedule – A		
S.No	Description of Equipment	No of quantity required
1	Anaesthesia Workstation with Integrated Ventilator & Anaesthesia Gas Monitoring Facility	1
2	Mobile OR Table	1
3	CR-X-Ray	1
4	Video Bronchoscope	1
5	Mini Thoracoscopy	1
6	Portable X-Ray Unit	1
7	Triple X Ray View Box	15

8.1.1) List of Related Services for Schedule - A Equipment:

a) Particulars of CMAC Services required for Schedule – A Equipment: -

S.No.	Description of Services for Schedule – A Equipment	Quantity Per Equipment	Services after Expiry of Warranty				
			06th Year	07th Year	08th Year	09th Year	10th Year
1	Comprehensive Annual Maintenance Contract (CAMC)	01					

b) The bidder must provide the duly approved (by any Government Hospital/ Department/ Developing agency) list and rates of consumables that will not be covered under the CAMC. The rates of these consumables will be final for the whole CAMC period.

8.2) List of Equipment required under Schedule – B having 3 years of warranty and 3 years Annual Maintenance Cost (AMC):

Schedule - B		
S.No	Description of Equipment	No of quantity required
1	Chest Percussor/ Vibrator/ Massager	40
2	Stationary Ergometer	1
3	Treadmill Heavy Duty	1
4	Ankle and Wrist Weight cuff 0.5 kg	6
5	Ankle and Wrist Weight cuff 1 kg	6
6	Tilt Bed for Physiotherapy	5

8.2.1) List of Related Services for Schedule - B Equipment:

a) Particulars of AMC Services required for Schedule – B Equipment: -

S.No.	Description of Services for Schedule – B Equipment	Quantity Per Equipment	Services after Expiry of Warranty		
			04 th Year	05 th Year	06 th Year
1	Annual Maintenance Contract (AMC)	1			

b) The bidder must provide the duly approved (by any Government Hospital/ Department/ Developing agency) list and rates of spare parts & consumables that will be required during maintenance period. The rates of these spare parts & consumables will be fixed & final for the whole AMC period.

9. Delivery Schedule:

a) The Delivery, Supply, Installation and Commissioning of the quoted equipment to Consignees as per Para 11 will be from the Date of Signing of Contract having following schedule:-

S.No	Item Schedule	Time of Delivery	Timeline Starts
1	Schedule – A Equipment	90 Days	From the Date of Signing of Contract.
2	Schedule – B Equipment	60 Days	From the Date of Signing of Contract

10. Inspections and Testing:

- a) 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. The Supplier or its Subcontractor will provide all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors/ representative of purchaser at no extra charge to the Purchaser.
- b) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections, 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.
- c) 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.
- d) 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.

11. **Consignee Wise Quantity along with Addresses & Terms of Delivery:**

DDP final destination (including unloading and shifting of goods till the final place of destination i.e. lab room, store etc.) and installation and commission of units as per Consignee Distribution List: -

S.No.	Equipment	No of item required	Institutes	Address
1	Anaesthesia workstation with integrated ventilator & Anaesthesia gas monitoring facility	1	NITRD, Delhi	Sri Aurobindo Marg, Near Qutub Minar, New Delhi, Delhi 110030
2	Mobile OR Table	1		
3	CR-X-Ray	1		
4	Triple X Ray View Box	15	RBIPMT, New Delhi	Guru Teg Bahadur Nagar Kingsway Camp Delhi - 110009
5	Chest Percussor/ Vibrator/ Massager	40		
6	Stationary ergometer	1		
7	Treadmill heavy duty	1		
8	Ankle and Wrist weight cuff 0.5 kg	6		
9	Ankle and Wrist weight cuff 1 kg	6		
10	Tilt bed for physiotherapy	5		
11	Video Bronchoscope	1	JJ Hospital, Mumbai	J J Hospital, J J Marg, Nagpada-Mumbai Central, Off Jijabhoy Road, Mumbai, Maharashtra 400008
12	Mini Thoracoscopy	1		
13	Portable X-Ray Unit	1	King George Medical institute, Lucknow	King George's Medical University, Shah Mina Road, Chowk, Lucknow, Uttar Pradesh 226003

12. Technical Specifications:

12.1 Schedule – A Equipment

1. Anaesthesia Workstation

TECHNICAL SPECIFICATION FOR ANAESTHESIA WORKSTATION WITH INTEGRATED VENTILATOR & ANAESTHESIA GAS MONITORING FACILITY

- a) Compact and modular, three gas Anaesthesia Workstation with an integrated ventilator for adult to infants and integrated airway monitor for airway pressures and volume.
- b) The machine should be suitable for low and minimal flow Anaesthesia application with compliance compensation of breathing circuit and fresh gas flow compensation/decoupling.
- c) The machine should have at least two drawers for storage.
- d) The anaesthesia machine, inbuilt ventilator, vaporizer, patient monitor and consumables/accessories all should be manufactured by same manufacturer (OEM).
- e) Workstation should have facility of manual ventilation in case of electricity and battery failure.
- f) The system should have up to **2 Hrs. battery backup including anaesthesia monitor**.
- g) System should conform to **US FDA / European CE** and **EN 60601-2-13** (Requirement for safety and essential performance of Anaesthesia system)
- h) Warranty on complete system must be five (05) years from installation.

1. Gas delivery system

- a) Should have pin index yokes for Oxygen & Nitrous Oxide besides separate connection for Central gas supply for Oxygen, Nitrous Oxide and Air.
- b) The machine should have pressure gauges for cylinders & central supply lines mounted on front of Anaesthesia machine for better visibility. The gas connections should be non-interchangeable.
- c) Should have **separate external common gas outlet** for attachment of Magill or Bain's circuit.
- d) Automatic cutoff of N₂O by Oxygen pressure failure.
- e) **Mechanical Hypoxic guard** for linear regulation of minimum oxygen concentration at 25% volume.
- f) Audible visual oxygen failure alarm.
- g) Should have auxiliary O₂ flow meter.
- h) Emergency Oxygen flush at 30 – 70 L/min bypassing the vaporizer.

2. Flow meter

- Dual Cascade type flow meter tubes for Oxygen & N₂O. Range 20 ml / min to 10 Lit/min. Calibrated in multiple scales. Single tube for air 100 ml to 14 L/ min.

3. Vaporizer

- Machine should have possibility to mount **two** selectatec mount/ quick mount type vaporizer for easy interchangeability, and safety with interlock facility.
- Vaporizer be provided with a Temperature / pressure compensated and flow independent.
- Should be capable of connecting Vaporizer for **Isoflurane, Sevoflurane, Halothane and Desflurane**. Machine must be supplied with vaporizer of same make.
- Vaporizer should have extended delivery range from 0 to 6 Vol. %
- The vaporizer should be **calibration & maintenance free**.

4. Breathing System

- Should have fresh gas compliance compensated/de-coupled semi closed circle absorber system.
- The system should be suitable to use at minimal flow upto 700ml fresh gas setting.
- Should have adjustable pressure relief valve from 5 to 75 mbar.
- The system should have leak and compliance test (including patient hoses upto the Y piece).
- Should have compact breathing system with approx 1.7 Ltr. Volume capacity.
- The system should have integrated breathing system warmer to prevent condensation in breathing system and patient comfort (to prevent delivery of dry fresh gases to lungs or mucocilliary transport of fresh gas)
- The device should have port for anaesthesia gas scavenging system.

5. Anaesthesia Ventilator

- The system should have inbuilt ventilator with electronically controlled and piston driven technology.
- Should not require changing of bellows for adult & infants patients.
- Should have minimum **screen size of 10 inch** or more.
- Modes: **Manual/Spont, Volume controlled, Pressure controlled, SIMV-PS,**
- The same ventilator should be capable to be **upgrade to advanced modes of ventilation.**
- Tidal Volume : 20 to 1400 ml
- PEEP : 1 to 20 mbar
- Breathing Frequency : 4 to 60 BPM
- I:E Ratio : 4:1 to 1:4
- Inspiratory pause : 0 – 50% of Ti
- In case of total gas supply failure, machine should be able to ventilate with atmospheric air.

6. Airway monitoring

- Integrated monitor for electronic monitoring and display of following parameters :
 - Expiratory Tidal Volume
 - Expiratory Minute volume
 - PEEP, Peak & Mean and Plaetau airway pressure
 - Frequency
 - Waveform display for Airway pressure.

7. Alarm limits & alarms

- Adjustable high / low limits with audio and visual alarms for the following :
 - Minute volume,
 - Airway pressure (includes stenosis and disconnect),
 - Inspired oxygen concentration,
 - Audio power supply fails alarm,
 - Fail to cycle warning.

8. Patient Anaesthesia Monitor

Must be suitable for adult, pediatric and neonatal patients monitoring.

Must have monitoring of ECG, Respiration, NIBP, SpO2 Nellcor, Temperature, dual IBP, EtCO2 & Anesthesia gas monitoring (AGM) integrated in machine as standard.

Must have inbuilt three channel recorder as standard in every monitor.

Must have 2hrs (typically) of battery backup as standard in every monitor.

Should have ST analysis, Arrhythmia detection, pacer spike detection, Drug Dose Calculation and OxyCRG as standard in every monitor.

Should have **integrated 15” or above TFT-LCD color** touch screen display with minimum 8 channels of waveforms.

Defibrillator and ESU protection should be present.

Monitor access should be with Touch screen or rotary knob and fast access key for quick function.

Slave Monitor output port should be standard in every monitor.

Monitor should have USB port for software upgrade.

Machine should have RS 232 connectivity port.

The system should have provision to see all the data of anaesthesia machine, Anaesthesia gas monitor & patient monitor should come on any one of the equipment screen for easy viewing.

Accessories with each unit:

- Trolley Epoxy powder painted steel with 2 drawers
- Writing surface
- Pin Index yokes for O2 & N2O
- Pipeline connections/ Port for all three gases

- Anaesthesia ventilator
- Isoflurane Vaporizer – 1 no.
- Sevoflurane Vaporizer – 1 no
- Adult & Pediatric reusable patient Double limb circuits – 02 no. each
- Anaesthetic mask size – 02 nos. each of all six sizes
- Breathing Bag 02 nos. each – 2 L & .5 L
- Bains & Jackson Rees circuit – 05 nos. each
- Central gas supply hoses (Color coded)
- Flow sensors – 10 nos. with each machine
- Soda lime – 01 Jar of 5L
- Inbuilt battery, Inbuilt three channel recorder in Monitor
- Five lead ECG lead wires – 2 nos.
- 3 lead ECG Lead Wires -2 nos.
- ECG disposable electrodes – 20 no per monitor
- Nellcor SPO2 finger sensor (Adult and Pediatric) – 1 no per monitor
- Skin & rectal temperature probe – 2 nos. each per monitor
- NIBP Hose pipe - 1 no per monitor
- Adult, Pediatric cuff & disposable neonatal cuff – 2 nos. each per monitor
- Reusable IBP cables – 1 nos.
- Disposable IBP transducers – 25 nos.
- ETCO2 sampling pipe – 25 pcs. With water trap 25 nos.
- Paper rolls- 4 no per monitor
- Instruction manual for Use

Additional Specification Parameters

- 1) **Additional mandatory certification:** The complete Anaesthesia Workstation including all three vaporizer Isoflurane, Sevoflurane and Desflurane vaporizer must be from same manufacturer. USFDA/European CE certification, manufacturing certification for the complete unit including all three vaporizers must be submitted. International certification related to patient safety must to be submitted.
- 2) **Additional ventilation monitoring feature:** a) Should be able to connect the same manufacturer ventilator and should display ventilator waveforms and parameters on monitor. b) The Anaesthesia ventilator must be electronically driven.
- 3) **Patient safety feature:** Ventilator should be able to ventilate with atmospheric air if total gas supply failure (certification from original equipment manufacturer to be submitted).
- 4) SPO2 / Pulse Oximeter technology should Nellcor or Masimo for low perfusion and all vaporizer supplied should be maintenance free.
- 5) **Demonstration criteria:** Demonstration for quoted model is must at hospital, if required.

Notes: -

Warranty inclusive of all types of accessories for 5 years on the whole supply from the date of satisfactory installation.

Firm will undertake CMC inclusive of all types of spare parts on whole supply. The details of 5-year CMC after completion of warranty of 5 years should be quoted in the tender.

During warranty and CMC the cost of spare parts and consumable will be taken as those submitted at the time of tender in the financial bid and no increase in cost will be entertained. However, if there is decrease in the cost of spares and consumables it will be paid at the lower rate.

The firm will have to submit a printed catalogue/rate list of spares and consumables before the renewing of CMC every year. Payment of CMC will be released annually after satisfactory services Comprehensive maintenance contract will be as per Institute format.

Preventive maintenance visits of service engineer of the company will be at least 4 nos. per year (one in each quarter) and in addition the firm will attend to all emergency breakdown calls.

2. Mobile OR Table

1. The Mobile OR Table should have:

Max. patient weight 567 kg for normal orientation & 227 kg for reverse orientation

2. Height adjustment (without pad): 575–1180 mm
3. Longitudinal slide: 430 mm (with Kidney elevator), 330 mm (without kidney elevator)
4. Trendelenburg/reverse Trendelenburg: 30°/31°
5. Tilt left/right: +20°/–20°
6. Back plate up/down: +90°/–45°
7. Leg plate up/down: +30°/–105°
8. Split leg plates up/down: +30°/–90°
9. Head rest up/down: +45°/–90°
10. Kidney elevator (optional): Lift to 75 mm
11. Flex (Auto position): 225°
12. Table length: 2124 mm
13. Table top width/ (width including side rails): 534 mm/ (587 mm)
14. Image width: 465 mm
15. Manual backup system integrated
16. Collision protection with all powered table top functions integrated
17. X-ray cassette channel continuous
18. Serial interface (Serial interface allows communication options such as computer-based service support and external control capabilities by voice control for integrated operating rooms.): Integrated
19. Battery capacity: 5-8 working days
20. Segments of OR table top: Up to 8
21. Table top material: Carbon fibre/phenol
22. Base material: Reinforced fibre plastics/ABS polymer, stainless steel.
23. X-ray cassette channel: To eliminates x-ray tops while maximizing patient safety and user convenience
24. Table top construction: Carbon fiber for improved image clarity while minimizing exposure to patients and OR staff
25. Imaging window: generous 535 mm wide tabletop allows for maximum imaging capabilities
26. Intuitive, ergonomically-designed hand pendant with back-lit keypad for precise patient positioning
27. Positioning for cardiac and/or neurosurgery.

3. CR-X-Ray

Specifications for a high-end Computerized Radiography Unit:

Computed Radiology must be a state-of-the-art system manufactured by a reputed brand or manufacturer adhering to following specifications. CR system should broadly comprise of following modules/ components:

- a) Image recording system (cassettes & reading plates)
- b) Image reading system (reader/ digitizer)
- c) Identification & CR processing workstation.
- d) Dry imager.

1. Image recording system (cassettes & imaging plates).

The following sizes of radiography cassettes along with image plates should be supported by the unit.

- a. 24 cm X 30 cm or 10" X 12": 4 nos.
- b. 18 cm X 24 cm or 8" X 10": 2 nos.

2. Image reader (CR reader/ digitizer)

- a) The CR reader / digitizer should be able to process 65 image plates/hr or more of the largest size cassette
- b) CR reader / digitizer must be able to handle phosphor image plates. CR reader capable of handling latest Dual side /needle/structured/columnar image plates will be preferred.
- c) It should have a resolution of 6 pixels/mm (minimum) for standard resolution cassettes & 10 pixel / mm (minimum) for high resolution cassette reading.
- d) Grey scale resolution: CR reader / digitizer should have a minimum resolution of 12bits/ pixel for images sent to CR processing station.

3. Identification Station & processing server

- a) The processing station must have 2GB RAM, at least 2x 500 GB HDD in RAID configuration and 19-inch clinical grade monitor. The PC hardware and monitors must be from reputed brands like DELL, HP, and BARCO etc. The monitor should have a wide viewing angle and it should be clinical grade monitor with at least 1.3 MP resolution.
- b) Processing server capable of identification of patient demographics to the acquired images will be preferred, else a separate identification station must be provided.
- c) The server and /or ID station must be DMWL (DICOM modality worklist) compliant to access patient and study data from HIS or RIS.
- d) It should provide display of acquired images with greater details of demographics viz. patient/ study listing for easy access
- e) The server must provide full amount of post processing features viz. geometric corrections, window level algorithms, annotation like markers, predefined text, drawing lines and geometrical shapes, multi-scale image processing, measuring distance and angles, shuttering, histograms, zoom, grey scale reversal, edge enhancement, noise reduction, indication of gray scale saturation level, latitude reduction etc.
- f) It should facilitate full-fledged DICOM printing and should be able to print multiple formats of patient study.
- g) Should be able to send DICOM images to DICOM workstation or PACS without loss of information.
- h) Should be equipped with DICOM CD writer for transferring image
- i) Should be able to store image on external device viz. CD or pen drive etc.
- j) The system should have a facility to indicate over /under exposure in the preview screen. Kindly specify the image preview time.
- k) The software must have dedicated paediatric and mammography image processing.

4. Dry imager

- a) The system must have a dry imager without need of any wet chemistry
- b) It must be DICOM 3.0 compatible allowing multiple modalities to be connected at a time
- c) The system must be able to print at least 60 films/ hr of the largest size

- d) The system must deliver its first film within 80 seconds from the request sent
 - e) The imager must have spatial resolution of 500 ppi minimum
 - f) The system must have contrast resolution of 14 bits/pixel or more. The system must have at least three online film sizes and should be capable of printing any of the 8" X 10", 10" X 12", 11" X 14" or 14" X 17" films.
 - g) The imager should support daylight loading of films.
5. Suitable UPS back up must be provided for 15 minutes backup for the whole system
 6. The firm should attach detailed installation list along with users' complete address and telephone number.
 7. Additional specialty software /hardware if any should be quoted separately as optional.
 8. The availability of above-mentioned features and technical specification must be substantiated with authentic published documents from manufacturer or regulatory bodies.
 9. The unit should be United States Food and Drug Administration (FDA) and Conformité Européenne (CE) approved.
 10. The successful bidder will have to ensure onsite training of end users for a period not less than 6 weeks after installation of the unit.

4. Video Bronchoscope

Video Endoscopy system consisting of, High Definition Video Processor with Light Source (150Watt Xenon or more & Chromoendoscope), Adult High Definition Video bronchoscope and Medical Grade Monitor (21" OR MORE with DVI-D O/P).

Specifications:

A. HD Video Processor with built in Xenon light source (150 watt to 300 Watt).

1. It should be compact, lightweight Digital color video processor.
2. It should have single CCD color system
3. It should have xenon short arc lamp of 150W to 300Watt with 3W LED as auxiliary lamp
4. It should have HD Image output such as DVI-D, RGBS Connectors, Y/C Connectors and Composite video connector as Video Out.
5. It should have facility for USB port on front and rear panel.
6. It should have following Power Requirements for operation
Voltage – 230V
Frequency 50/60 Hz
7. Weight of processor with light source should not exceed 13Kgs.
8. Chromo endoscope features (IScan, NBI, Fice)
9. It should have a Pre-freeze scan to select the best image
10. It should Have D-Range expansion function to be able to view far off image with better brightness.
11. It should have facility of extra illumination for more light apart from normal brightness control.
12. Processor with in-built light source will be preferred.

B. Specification of High Definition Video Bronchoscope

Field of View (°)	120° or more
Depth of Field (mm)	3 ~ 100
Tip Deflection Up-Down (°)	UP 180 / Down 130
Rigid Distal Width (mm)	Ø6.1 or less
Insertion Tube Width (mm)	Ø6.4 or less
Minimum Instrument Channel Width*(mm)	Ø2.8 or more
Working Length (mm)	600 or more
Total Length (mm)	860 or more

With all standard set of Accessories

High Frequency treatment should be possible

Scope PVE Connector should be rotatable by 180 Degree to prevent LG cable from coiling during procedure

Two to Three Remote switches should be available on Control Body

Biopsy Port should be below control Body.

Video Bronchoscope should be CE/FDA approved

D. 24" OR MORE MONITOR

1. 24" Colour HD Medical grade Monitor.

E. Leakage Tester should be provided

F. Endoscopy Trolley

G. Compatible and prevailing standard Computer and printer

5. Mini Thoracoscopy Set

1. Very small Thoracoscopy Set with only 5.5 mm diameter
2. Optimum image quality with 50.000 pixels
3. Large working channel for 3.5 mm instruments
4. Very atraumatic method for the patient - reduced pain
5. Suction of fluids possible with instrument inserted
6. No conventional rod lenses means lens breakage minimized
7. The biopsy forceps provide high quality tissue samples
8. The working instruments are very easily changed
9. and are always in the field of view
10. Ergonomic design.
11. Operating Laparoscope Set, 5.5 mm Operating Laparoscope with 3.5 mm working channel, direction of view 0°, WL 215 mm, silicate image guide
12. Flexible Trocar Sleeve, 5.5 mm, Plastic sheath with thread, distal straight, WL 60 mm
13. Flexible Trocar Sleeve, 5.5 mm, Plastic, WL 75 mm- Tip Tapered Blunt
14. Sample Excision Forceps, modular, 3.5 mm, spoon-shaped, WL 310 mm, insulated, comprising
15. Hook Electrode, monopolar, 3.5 mm, WL 310 mm.
16. Coagulation Button Electrode, monopolar, 3.5 mm, WL 310 mm
17. Probe Rod, 3.5 mm, graduated, WL 310 mm
18. Suction Tube, 3 mm, graduated, WL 450 mm
19. Powdered spray,
20. Fiber light guide, 2.3 m long
21. Reprocessing Basket for machine reprocessing and sterilization, for operating laparoscope
Dimensions (W x L x H): 131.5 x 471.5 x 74 mm.

6. Portable X-Ray Unit

• **X-Ray Generator Type High frequency microprocessor controlled**

- Power Output 4.2 KW
- Generator Frequency 110Khz
- KV Range 40 to 120 KV in 1 KV/step.
- Maximum mA 110 mA.
- mAs Range 1-200 mAs
- X-Ray Tube Head
- Mono-block version x-ray tube head is provided. The mono-block consists of X-Ray tube, H.V. transformer, filament transformer, H.V. rectifiers and capacitors, all immersed in high grade oil with high dielectric strength. Mono-block Tube Head is Protected for thermal overload.
- Anode type Stationary Anode
- Focal Spot 1.8mm
- Heat Storage Capacity 42KHU
- FLAT PANEL DETECTOR (Wi fi)
- Conversion screen/ Scintillator - Cesium Iodide (CsI)
- Photodiode - amorphous silicon (a-si)
- Size 43cm x 36cm
- Active Image Matrix 2.8K x 2.3K
- Weight of the detector Less than 4kgs

IMAGING SOFTWARE

Image Acquisition Software:

Integrated Image Software provides complete control of all image capture functions & Exposure parameters control within the examination room. It enhances the entire workflow by delivering diagnostic images instantly. It also allows user to transfer XRay images electronically to remote workstations, image archives, and printers, also has an excellent performance on image quality control such as: -

Software Features, Main features:

1. Patient Entry (Manual Emergency and MWL)
2. Patient Search Based On PID, NAME, DAYS
3. Exam window
4. Process window
5. View Window
6. Print Window

2. Post processing features: -

1. WW/WL
2. Rotate
3. Zoom
4. Flip
5. Invert
6. Annotations
7. Measurements

3. DICOM Compatible features: -

- DICOM MWL
- DICOM print
- DICOM Send
- Tablet (accusation station)

4. Hardware configuration: -

1. High Speed Compatible computer processor
2. 2GB RAM
3. Window OS

4. Storage >120GB
5. Battery Life of >5Hrs

• Tube Stand Spring balanced stand (SBM) with 4 wheels is a mobile stand designed keeping in view the stringent requirements of mobility, light in weight & easy manoeuvrability and ease of operation. This mobile stand will be made to withstand all jerks while in use offering unparalleled reliability. SBM stand can be easily moved on floor and lock is provided to lock the movement on floor with following details

1. Vertical Travel of approx 1350mm
2. Tube Head rotation of +/-900 along horizontal axis & +900 to -300 along tube axis

Power Supply: -

1. 1-Phase 230V (AC-supply) 50/60 Hz, $\pm 10\%$ with
2. automatic compensation
3. 15Ampere wall socket.

Other Item: -

1. Single Tray dry view Printer
2. Radiation Protection: Unit must be approved by AERB (Atomic Energy Regulatory Board) for Radiation Safety.

7. Triple X Ray View Box

Technical Specifications: -

According with the newest professional industry standard

- Light source- adopt patch type LED, total has ≥ 828 LED, LED light source layout based on direct lattice type.
- Color temperature- 9600K
- Highest Brightness- $\geq 4500-6000\text{cd/m}^2$
- Uniformity- $\geq 98\%$
- Dimming- Micro switch digital dimming, separate dimmer each panel.
- LED circuit card- Use the whole board aluminium plate, excellent heat dissipation, thus ensuring LED longer life
- Light the way- Allowed every panel light up and adjustable independently, and make sure the uniformity without shadow. With film sensor, light up after insert film, light off when pull film off.
- Power Installation- The built-in power supply, turn off the power switch means disconnect the entire device
- Gripping film way- Elastic silicone
- Thickness- 45mm, unique designed for set inside power supply, excellent heat dissipation, guaranteed quality.
- Film viewer screen:-
- Power supply- 110v-240v/50HZ (wide voltage)
- Power - $\leq 50\text{W}$
- Viewing area(inch): 705x450mm External Dimension: 790mmx535mmx45mm
- The products must be having European CE certification.

12.2 Schedule – B Equipment

1. Pneumatic Oscillatory Chest Percussor

- Thrive chest massager/ vibrator
- Handheld massager
- Product grade - professional
- Should be supplied with all Attachments
- Different Vibration modes (3-4) (includes tapping, fine and coarse vibrations)
- Speed control
- Length of Electric cord (At least 2 m long)

2. Stationary Ergometer

1. Should be suitable for Hospital & Clinical use in Physiotherapy.
2. Should be operated by the control unit with LCD Display.
3. Should have 5HP AC Continuous motor (10 HP Peak)
4. System of gradual Speed increase from 0.2km/h to a minimum of 15 km/h peak value
5. Should have belt speed stabilization in the full drive load range.
6. Should have smooth & quiet operation in the full belt speed range.
7. Should have easily accessible safety switch which allows for switching the device and the drive of manually.
8. Intuitive touch panel.
9. Running surface 62" L X 24" W
10. Width of the stationary rest area minimum 10cm
11. Maximum patient weight 200kg
12. Power supply and consumption 230V/50Hz
13. Dimension approximate 220x75x135
14. Supplied with appropriate and compatible voltage stabilizer with minimum 2 yrs warranty
15. USFDA/ CE standards certification for the equipment.

3.Treadmill Heavy Duty

1. Should be suitable for Hospital & Clinical use in Physiotherapy.
2. Should be operated by the control unit with LCD Display.
3. Should have 5HP AC Continuous motor (10 HP Peak)
4. System of gradual Speed increase from 0.2km/h to a minimum of 15 km/h peak value
5. Should have belt speed stabilization in the full drive load range.
6. Should have smooth & quiet operation in the full belt speed range.
7. Should have easily accessible safety switch which allows for switching the device and the drive of manually.
8. Intuitive touch panel.
9. Running surface 62" L X 24" W
10. Width of the stationary rest area minimum 10cm
11. Maximum patient weight 200kg
12. Power supply and consumption 230V/50Hz
13. Dimension approximate 220x75x135
14. Supplied with appropriate and compatible voltage stabilizer with minimum 2 yrs warranty
15. USFDA/ CE standards certification for the equipment.

4. Ankle and wrist Weight cuff 0.5kg

Material Specification

1. Material of cloth Soft PU
2. Type of weights Removable weights Can be used for Wrist, elbow
3. Size/Dimension
4. Thickness, cm- 19 cm
5. Size Category Universal
6. Width, cm- 9 cm
7. Length, cm-12 cm
8. Weight (+/-) 0.05 kg - 0.5 kilogram

5. Ankle and Wrist Weight Cuff 1kg

Material Specification

1. Material of cloth Soft PU
2. Type of weights Removable weights Can be used for Wrist, elbow
3. Size/Dimension
4. Thickness, cm- 19 cm
5. Size Category Universal
6. Width, cm- 9 cm
7. Length, cm-12 cm
8. Weight (+/-) 0.05 kg- 1 kilogram

6. Tilt bed for Physiotherapy

- Tilt Position Remote Operated
- Standard Accessories Hand Grip, Work table, Fixation belts- (Thoracic, Pelvic, Knee)
- Height Adjustment Position Remote Operated
- Tilt Angle: 90 degree
- Finishing Material: Powder Coated
- Operating: Motorized
- Frame Material: Mild Steel
- Width (cm): 65-70
- Length: 200 Centimetre
- Load Weight Capacity: Minimum 130 kilogram
- Battery Back-Up to bring the patient down in case of power failure
- Product Certifications: European CE
- Castor Diameter: 4 inches
- No. Of casters: 4
- Width of straps: 15 Centimetre
- Tilt Position: Remote Operated
- Standard Accessories: Hand Grip, Work table, Fixation belts- (Thoracic, Pelvic, Knee)
- Height Adjustment Position: Remote Operated
- Tilt Angle: 90 degree
- Finishing Material: L Powder Coated
- Color of Padded Foam Cover: Blue
- Foot Pad Size :18 inch
- Operating: Motorized
- Foam Paded Top: Yes
- No. Of Straps :3
- Unit to be fitted with Two Motor actuators for Lift & Tilt.
- Dimension & Weight: -
- Width (cm): 65-70
- Height, Minimum :50 centimeter
- Length: 200 centimeter
- Load Weight Capacity: Minimum 130 kilogram
- Height Maximum :85 centimeter
- Power Supply: -
- Frequency NA
- Power Input 220-240 Volt
- Battery Back-Up to bring the patient down in case of power failure.
- Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification.
- Product Certifications: European CE
- Manufacturer Certifications ISO 13485, ISO 9001: 2000 or latest.

13. IMPORTANT DATES & TIME

S. No	Particulars	Date & Time
1.	Date of floating of Bid Documents	1 st February 2023
2.	Pre-Bid Meeting	08 th February 2023 at 11:30 AM
3.	Deadline for Submission of Proposals	22 th January 2023 at 05:30 PM
4.	Opening of Technical Proposals	23 rd January 2023 at 03:30 PM (Tentative)
5.	Opening of financial proposals	To be notified later
6.	Technical Demonstration of Equipment	To be notified later

14. Negotiations

- a) During negotiations the agency must be prepared to furnish the detailed cost break-up and other clarifications to the financial proposal submitted by it, as may be required to adjudge the reasonableness of the price proposed. If the negotiations with this agency are successful, the award will be made to it. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the purchaser, the agency with second preference will be invited for negotiations. This process will be repeated till an agreed contract is concluded. Please note that The Union is not bound to select any of the firms submitting bids.
- b) Please note that the cost of preparing a proposal and of negotiating a contract, including visits to The Union's office, if any, is not reimbursable as a direct cost of the assignment.
- c) Please note that the fee which you receive from the contract will be subject to normal taxation liability in India.

15. Notification of Award/Letter of Acceptance

- a) The Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply, installation and commissioning of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

16. Performance Security

- a) Within fifteen (15) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, shall furnish the 10% of Performance Security using the Performance Security Form included in Section A: Bidding Forms, or another Form acceptable to the Purchaser.
- b) 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 blacklisting the bidder. 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.

- c) The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.

17. Signing of Contract

- a) Promptly after notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.
- b) Within Fifteen (05) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the purchaser.
- c) **The terms and condition of the contract, annexed as Annexure 2 will be an integral part of the contract**

18. LIQUIDATED DAMAGES /PENALTY CLAUSE:

- a) In case of delay in the delivery as per the delivery schedule mentioned above delivery schedule Para 9, The Union may levy the penalty/ies as follows: -

Delay in Activity	Penalty
1-5 days	2.5% of total contracted value
5-10 days	5% of total contracted value
More than 10 days	10% of total contracted value

19. Terms of Payment

The payment under this Contract shall be released by the Union after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:

A) On Delivery, Installation and Successful Commissioning: Complete Hundred (100) percent of the Contract Price will be paid on successful delivery, installation and satisfactory commissioning of the Goods delivered to the consignee. This 100 % shall be paid within thirty (30) days of submission of documents as specified below and Consignee Receipt & Installation Certificate (CRIC).

Note: - The 100% payment will only be released subject to successful submission and verification of Performance Security of 10% of the contracted value in the form of Performance Bank Guarantee (PBG) and having validity of at least 60 days more than the complete contractual obligation period.

1.1 Details of Documents to be furnished by the Supplier for payment are:

- (i) One original and two copies of the supplier's commercial invoice in name of Purchaser, indicating the Contract number, Goods description, Quantity, Unit Price, and total amount being claimed. Invoices must be signed in original and stamped, sealed with the company stamp/seal.
- (ii) Two copies of the packing list identifying contents of each package.

- (iii) One original of the manufacturer's Warranty Certificate covering all items supplied.
- (iv) Original and two copies of Certificate of Inspection furnished to supplier by the nominated representative/agency (where inspection is required)
- (v) Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered.
- (vi) Original of supplier's Certificate of Origin covering all items supplied
- (vii) Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery & successful installation to consignee final destination.
- (viii) Original Consignee Receipt cum Installation Certificate in prescribed format laid in bidding forms establishing satisfactory installation, demonstration and commissioning of the said equipment to the consignee.

20. For further clarifications, please contact at - Procurement.USEA@theunion.org / The Union C-6 Qutub institutional Area, New Delhi, Phone 011-46054400

Section A – Bidding Forms

1. Letter of Technical Bid

The Bidder must prepare the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

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

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

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

To: **[insert complete name of Purchaser]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert table giving Schedule No. and brief description of the Goods, Equipment and Related Services]**;
- (d) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity.
- (h) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (i) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (j) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (k) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

Name of the Bidder

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

Title of the person signing the Bid

Signature of the person named above

Date signed

2. Bidder Information Form

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

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

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

3. Technical Specification Compliance

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

Bidders must complete the table below.

Schedule No. ____

Name of Equipment: _____

Sr. No.	Bid Document Technical Specification Requirement	Bidder’s Specification (technical compliance/ Deviation, if any)
		Make:
		Model:.....
	As per Technical Specifications (given in Para 8 Schedule of Requirements and under Section 12 Technical Specification Requirement)	

4. Letter of Financial Bid

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

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

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

Bid Ref. No.: [insert number of bidding document]

To: [insert complete name of Purchaser]

- (a) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert table giving Schedule No. , brief description of the Goods, Equipment and Related Services and Total Bid Price] as per attached Price Schedule.
- (b) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder	_____
Name of the person duly authorized to sign the Bid on behalf of the Bidder	_____
Title of the person signing the Bid	_____
Signature of the person named above	_____
Date signed	_____

5. Format of Price Bids

(5.1) Price Schedule for Equipment of Schedule - A

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

1	2	3	4	5	6	7	8	9
Schedule No. / Lot No.	Description of Goods	Physical Unit	Quantity	Unit Price (DDP – Place of Final Destination) inclusive of all costs, taxes, duties to deliver goods at final destination, except IGST/SGST/CGST paid or payable on goods	Total Price of Goods (Col. 4 x 5)	Total Price for related services except IGST/SGST/CGST paid or payable on related services	Total Bid Price of Goods (Col. 6+7)	IGST/SGST/CGST paid / payable on goods (rate and amount)
I								
II								
Total Bid Price for Goods (A)							_____	

Signature and seal of bidder's authorized signatory

(5.2) Price Schedule for Related Services for Equipment of Schedule - A

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

1	2	3	4	5	6	7	8	9	10	11	12
Schedule No. / Lot No.	Brief Description of Goods	Description of Related Services	Quantity of Goods (Nos.)	Unit Cost of related services (Year-6)	Unit Cost of related services (Year-7)	Unit Cost of related services (Year-8)	Unit Cost of related services (Year-9)	Unit Cost of related services (Year-10)	Total Unit Cost of related services (Col. 5 + 6 + 7 +8 +9)	Total Bid Price of Related Services (Col. 10 x 4)	IGST/ SGST / CGST paid / payable on related Services (rate and amount)
I		<i>Example: CMC / of 5 years after expiry of warranty period</i>									
II											
Total Bid Price for Related Services (B)										_____	

Signature and seal of bidder's authorized signatory

Note: The bidder will mandatorily provide the duly approved (by any Government Hospital/ Department/ Developing agency) list and rates of consumables that will not be covered under the CAMC. The rates of these consumables will be final for the whole CAMC period. The bid will be considered non-responsive in case of non-submission of consumables rate list.

(5.3) Price Schedule for Equipment of Schedule - B

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

1	2	3	4	5	6	7	8	9
Schedule No. / Lot No.	Description of Goods	Physical Unit	Quantity	Unit Price (DDP – Place of Final Destination) inclusive of all costs, taxes, duties to deliver goods at final destination, except IGST/SGST/CGST paid or payable on goods	Total Price of Goods (Col. 4 x 5)	Total Price for related services except IGST/SGST/CGST paid or payable on related services	Total Bid Price of Goods (Col. 6+7)	IGST/SGST/CGST paid / payable on goods (rate and amount)
I								
II								
Total Bid Price for Goods (A)							—	

Signature and seal of bidder's authorized signatory

5.4 Price Schedule for Related Services for Equipment of Schedule - B

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

1	2	3	4	5	6	7	8	9	10
Schedule No. / Lot No.	Brief Description of Goods	Description of Related Services	Quantity of Goods (Nos.)	Unit Cost of related services (Year-4)	Unit Cost of related services (Year-5)	Unit Cost of related services (Year-6)	Total Unit Cost of related services (Col. 4+5 + 6)	Total Bid Price of Related Services (Col. 8 x 4)	IGST/ SGST/ CGST paid / payable on related Services (rate and amount)
I		<i>Example: AMC / of 3 years after expiry of warranty period</i>							
II									
Total Bid Price for Related Services (B)									_____

Signature and seal of bidder's authorized signatory

Note: The bidder must provide the duly approved (by any Government Hospital/ Department/ Developing agency) list and rates of spare parts that will be required during maintenance period. The rates of these spare parts will be fixed & final for the whole AMC period. The bid will be considered non-responsive in case of non-submission of spare part rate list.

6. Bidder Information Form

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

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

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

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

7. Manufacturer's Authorization

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Schedule of Requirement of Para 8 of bidding document, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

8. Proforma for Performance Statement (for a period of last three years)

Name of the Firm _____

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

Signature and seal of the Bidder

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

- i. Copy of Purchase Orders
- ii. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

9. Format of Letter of Acceptance
[on letterhead paper of the Purchaser]

..... date.

To: [insert name and address of the Supplier]

Subject: Contract No.

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

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

Authorized Signature:

Name and Designation of Signatory:

Name of Purchaser:

10. Performance Security

Bank Guarantee

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

Beneficiary: [insert name and Address of Purchaser]

Date: _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

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

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

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

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

This guarantee shall expire, no later than the Day of, 202.. and any demand for payment under it must be received by us at this office indicated above on or before that date.

_____ [signature(s)]

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

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

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

11. Acknowledgement of Receipt of Goods

(This certificate is to be issued to The Union and copy to Supplier. All the copies should be signed in ORIGINAL.)

CONSIGNEE RECEIPT & INSTALLATION CERTIFICATE (CRIC)

CRIC No.

Date

To,
The Union,
C6, Qutub Institutional Area,
New Delhi - 110016

Project Name	Procurement of Medical Equipment under establishment of Center of Excellence (CoE)
Purchaser	THE UNION
Contract i.e. NOA/LOA No. & Date	
Description of Goods Supplied Name of Equipment/ Laboratory Materials: Schedule No. as per Contract: Model: Serial No.:	
Packing and labeling details	
Date of manufacturing	
Quantity supplied in Numbers	
Name of Supplier	
Invoice No. and Date	
Date of Delivery at Consignee Destination site	
List with name of all or any accessories as per contract supplied with the equipment	
Date of Installation, testing and commissioning	
Is successful Installation, testing and commissioning of equipment supplied, upto the satisfaction of User done or not (Yes/No)	
Whether training provided to all users upto the satisfaction or not (Yes/No)	
Date of Final Acceptance	
Page No. & Date of Entry in Asset Register	
Consignee full Address Name Address Contact No. Fax No.	

CERTIFICATE

This is to certify that we have received medical Equipment/ Goods as detailed above in good condition in accordance with the Technical specifications and conditions of the NOA/ Contract and the same has been successfully Installed and Commissioned (if, applicable) on__to the satisfaction of all users and entered in the Asset/Consumable/Non-Consumable Register at page no.

**Seal & Signature of Designated
Consignee**

Name:

Designation:

Copy To: (with Original Stamp and signature)

- (1) To Supplier
- (2) Manager Procurement, The Union, C6, Qutub Institutional Area, New Delhi –
110016.

12. UNDERTAKING TO BE SUBMITTED BY THE BIDDER

Date:

To,

**Manager (Procurement)
The Union, Delhi.**

Sub: Bid for "Procurement of Medical Equipment and Related Services For Establishment Of Centres Of Excellence (COE) having bid reference:"

Dear Sir/ Madam,

1. I hereby confirm having read and understood the tender documents and the requirements of goods under this tender.
2. I agree to abide by all the terms and conditions and amendment (if any) published time to time of the tender documents, in case the job is awarded to me.
3. I declare that none of my sister / group / partnership concerns is participating in this tender. It is further declared that our firm / company has not been debarred/blacklisted during last five years by any other Government Departments/ Developing Agencies/ NGO's in the past for participating in the tender process for any reason and we have no legal disqualification and nothing have been concealed in this regard.
4. I agree to cancel the contract and to debar me from future participation in this tender, in case any concealment of facts on my part is detected at any stage after the award of the contract.
5. I agree to carry out the supply, installation and commissioning of equipment and related services as per instructions of and to the full satisfaction of the said consignee in-charge.
6. I shall have no objection to the forfeiture of performance security deposit amount, in case I fail to execute the contract faithfully and the contract is terminated as per contract conditions.
7. I shall fulfil all applicable statutory requirements for and in connection with the execution of the contract.

Thanking you,

Yours faithfully,

(Bidder's Signature)
Along-with seal

Annexure 1

Respondents must disclose as per Section 3 on General Disclosures by choosing the correct option:

If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.

Yes

No

If they have been convicted of, or are the subject of any proceedings, relating to:

Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.

Yes

No

Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority

Yes

No

Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

Yes

No

TERMS AND CONDITIONS OF CONTRACT

INTELLECTUAL PROPERTY

- a. Nothing in this Agreement shall be construed as implying the transfer of ownership of The Union intellectual property to the Contractor or any of its collaborators or subcontractors.
- b. The Union expressly reserves and retains any rights that are not expressly granted to the Contractor under this Agreement.
- c. Nothing herein shall impose any obligation on The Union to make use of any of the rights set forth herein.
- d. Upon completion of all payments provided herein, the written work described in Section 3.0 above shall be the property of The Union.

CONSIDERATIONS AND PAYMENTS

- (1) In consideration for the work to be performed by the Contractor in fulfilment of the obligations described in TORs herein, The Union shall pay the Contractor as per the rates agreed and invoices submitted on actuals.
- (2) Invoice will be raised within 15 days from the date of completion of activities as per TORs
- (3) Contractor shall submit invoice with Goods and Services Tax Identification Number (GSTIN) and address as mandatory compliance and other necessary supporting documentation duly approved by the project Manager.
- (4) All payments to the contractor shall be made against the receipt of a valid invoice, upon approval of deliverables/ milestones/ reports/ timesheets by The Union.
- (5) All payments shall be made by electronic bank transfer to the Contractor's bank account upon submission of invoice by the service provider along with activity/progress report of completed tasks as assigned, duly approved by the Contract Manager.
- (6) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and other applicable taxes if any as per Government of India rules
- (7) Payments will be released within 30 days of receipt of invoice, subject to there not being any errors in the contractor's submission.
- (8) The Union may not entertain the invoice if not received within 15 days after the completion of services mentioned in the Scope of Work.

WARRANTIES AND REPRESENTATIONS

The Contractor warrants and represents that:

- a. It has full right, power, legal capacity and authority to enter into this Agreement and to carry out all of its terms and conditions and the signatory is a duly authorised representative with full powers to sign this Agreement on its behalf.
- b. It will ensure all aspects of the work to be performed pursuant to this Agreement will conform to The Union's standards and meet all deadlines specified in the Agreement.
- c. The Contractor warrants that any and all written work submitted under this Agreement are not and have never been published in paper, or any other format with any organisation that may still own proprietary rights to the work.
- d. The Contractor warrants that this work is not currently in the public domain. If any part of this work has been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to The Union.

LIABILITY AND INDEMNIFICATION

- a. The Union, its officers, employees and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Contractor or of anyone else, occasioned by, or in any way attributable to the Contractor under this Agreement unless such injury, loss or damage is caused by the negligence of an officer, employee or agent of The Union acting within the scope of his employment.
- b. The parties will mutually defend and forever hold each other and their officers, employees and agents harmless against and from any and all third party claims, lawsuits, judgments and expenses (including, without limitation, reasonable legal fees) arising out of any breach by the other party of any provision of this Agreement or any misrepresentation made by the other party and its officers, employees or agents. This paragraph shall survive the termination of the Agreement.

DEFAULT AND TERMINATION

- a) Agreement may be terminated, in whole or in part, by The Union at any time upon seven (7) working days prior written notice of termination to the other party.
- b) Upon termination and settlement of payment for work performed before the date of termination, each Party shall be fully and forever released and discharged from any legal and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with the Agreement by and between the Contractor and The Union.
- c) In the event any party hereunder shall breach any of the terms and conditions contained in this Agreement to be kept, observed or performed by it, then the other party may terminate this Agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach (3) three days' notice in writing, specifying the breach.

- d) In the event any party shall become insolvent or shall suspend its operations or shall file a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or shall make an assignment for the benefit of creditors, then the other party may thereafter immediately terminate this Agreement by giving written notice of termination to such party or its receiver.
- e) If this Agreement is terminated by The Union pursuant to any of the paragraphs of Section 8, the Contractor is entitled to those monetary amounts duly expended or obligations duly incurred for a period no longer than seven (7) days following the date of termination that cannot be cancelled after the Contractor has used its best efforts to do so.
- f) The provisions of Section 11 shall survive the expiration or termination of this Agreement.
- g) Upon termination of this Agreement, The Union shall cease to have any obligation to make any payment to the Contractor in respect of the costs incurred by the Contractor after the date of termination, and, if applicable, the amount of any excess cost paid to the Contractor shall be recognized as being a debt due to The Union.

NO AGENCY OR JOINT VENTURE

Nothing in this Agreement shall be deemed to create an agency relationship or joint venture between the parties. Each party shall be responsible for all taxes, benefits, withholding, worker's compensation, and health insurance, medical evacuation costs beyond those covered by the travel insurance, and unemployment insurance and similar requirements of their own employees and neither party's employees shall be deemed agents or employees of the other party.

CONFLICT OF INTEREST

The Contractor undertakes to take all necessary precautions to avoid conflict of interests and shall inform The Union without delay of any situation constituting or likely to lead to any such conflict. There is a conflict of interest where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

CONFIDENTIALITY

- a. The Parties shall treat as confidential, during as well as after the performance of any work under this Agreement, any information, including any personal information defined by The Parties, to which they become privy as a result of acting under the Agreement. For more certainty, the Parties shall not disclose any such information to any other person or party which is not participating in the Agreement in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates.
- b. Where the Services to be performed under the Agreement involves access by the Parties to confidential, classified or protected documents of The Union, the Parties shall comply with all applicable data security procedures of The Union. 12.

DATA PROTECTION

- a) Where processing of personal data is to be carried out, the Contractor shall comply with any applicable data protection laws including the European General Data Protection Regulation (EU Regulation 2016/679), and ensure the protection of the rights of the data subject as stipulated in Article 28 of the GDPR regulation.
- b) Furthermore, the Contractor shall not engage any sub-processor without the prior specific written authorisation of The Union.
- c) The Contractor must delete or return all personal data to The Union as requested at the end of the contract.

SUCCESSORS AND ASSIGNS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

ENTIRE AGREEMENT

The Agreement constitutes the entire accord between the parties with respect to the subject matter of the scope of work and supersedes all previous negotiations, communications and other Agreements relating to it unless they are incorporated by reference in the Agreement.

NOTICES AND COMMUNICATION

- a. Where in the agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by e-mail addressed to the party for whom it is intended at the address mentioned in the agreement and any notice, request, direction or other communication shall be deemed to have been delivered if by registered mail, when the postal receipt is acknowledged by the other party; when transmitted by the carrier; and by e-mail, when transmitted. The address of either party may be changed by given notice in the manner set out in this provision.
- b. All notices and communications concerning this Agreement shall be addressed to the respective contact people as follows:

For The Union:	For _____
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FORCE MAJEURE

- a. If any party hereto is prevented, hindered or delayed from performing its obligations under the Agreement as a result of a Force Majeure, such prevention or delay shall not be considered as a breach of the Agreement and that party shall be relieved from its

obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.

- b. In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. In the event that the proper execution of the work according to the conditions stipulated in the Agreement is hindered or prevented due to Force Majeure beyond (30) thirty days, either party without having to pay indemnity to the other shall be entitled to terminate the Agreement, with effect as from receipt by the other party of the appropriate written notice of termination.

AFFILIATION WITH TOBACCO INDUSTRY

The Contractor confirms that s/he has no affiliation with the tobacco industry and/or its agents/associates and currently does not accept and shall not accept financial or other support from any tobacco product manufacturer or the parent, subsidiary or affiliate of a tobacco product manufacturer until at least 6 months after the end of the Agreement period. Failure to comply may constitute grounds for termination of the Agreement.

LEGALITY

This Agreement shall be governed by and construed in accordance Indian Law

DISPUTE RESOLUTION

If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof ("Dispute"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably within 15 calendar days of service of the Dispute Notice, or such longer period as the Parties may mutually agree in writing.

DATA OWNERSHIP CLAUSE

The ownership of entire data hosted in the Corporate TB Pledge website and portal, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with The Union, even if the service providing agency facilitates hosting the content on the website on a server owned by the agency. Similarly, the ownership of all source code of website/ software used for the purpose of hosting the content on website would rest with The Union. The Union reserves the right to change the service provider for maintenance with one-month notice period. The source code along with other software/data required to migrate the entire website from the current agency to the service providing agency/ representative as informed by The Union, would have to be provided to The Union and handhold/ facilitate the migration activity with new vendor whenever the same is asked for by The Union.

CODE 937



List of Developing Countries

A Mandatory Reference for ADS Chapter 310

New Edition: 02/06/2012
Responsible Office: GC
File Name: 310maa_020612

Low income/lower middle income

Afghanistan	Gambia, The	Myanmar
Bangladesh	Guinea	Nepal
Benin	Guinea-Bissau	Niger
Burkina Faso	Haiti	Rwanda
Burundi	Kenya	Sierra Leone
Cambodia	Korea, Dem Rep.	Somalia
Central African Republic	Kyrgyz Republic	Tajikistan
Chad	Liberia	Tanzania
Comoros	Madagascar	Togo
Congo, Dem. Rep.	Malawi	Uganda
Eritrea	Mali	Zimbabwe
Ethiopia	Mozambique	
Angola	India	São Tomé and Príncipe
Armenia	Iraq	Senegal
Belize	Kiribati	Solomon Islands
Bhutan	Kosovo	Sri Lanka
Bolivia	Lao PDR	Sudan
Cameroon	Lesotho	Swaziland
Cape Verde	Marshall Islands	Syrian Arab Republic
Congo, Rep.	Mauritania	Timor-Leste
Côte d'Ivoire	Micronesia, Fed. Sts.	Tonga
Djibouti	Moldova	Turkmenistan
Egypt, Arab Rep.	Mongolia	Tuvalu
El Salvador	Morocco	Ukraine
Fiji	Nicaragua	Uzbekistan
Georgia	Nigeria	Vanuatu
Ghana	Pakistan	Vietnam
Guatemala	Papua New Guinea	West Bank and Gaza
Guyana	Paraguay	Yemen, Rep.
Honduras	Philippines	Zambia
Indonesia	Samoa	